

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: November 13, 2025
Subject: Request for Approval to Award ITB No. 26015 to Quest Waste Management, LLC of Ferris, TX, for Leachate Collection System Inspection, Maintenance and Repairs for the Caja del Rio Landfill for a Total Not-To-Exceed Amount of \$30,000, Including NM GRT

SUMMARY

The Agency recommends awarding Invitation to Bid (ITB) No. 26015 to Quest Waste Management, LLC of Ferris, TX, for inspection, maintenance, and repairs of the leachate collection system at the Caja del Rio Landfill, with a total not-to-exceed amount of \$30,000, including NM GRT.

On August 19, 2025, the Agency issued ITB No. 26015. Two bidders responded on September 10, 2025:

- Quest Waste Management, LLC, Ferris, TX
- Stearns, Conrad & Schmidt Consulting Engineers, Inc., Bedford, TX

Quest Waste Management was the lowest responsive bidder, with unit rates and trip costs being significantly lower than those of Stearns, Conrad & Schmidt Consulting Engineers, Inc. Table 1 summarizes the two bids.

Per Article 8, the Price Agreement may be renewed annually with Board approval, not to exceed ten years. Any request for a price adjustment requires Board approval.

Funding is available in 8100851.510250 (Compliance Services).

BACKGROUND

The Caja del Rio Landfill (Landfill) has six disposal cells, each with a leachate collection riser that includes a leachate pump and various supporting components.

The ITB includes the following objections:

- A. Conduct inspections of the leachate collection system at six riser locations at least twice annually.
- B. Perform routine preventative maintenance on the various components of the leachate collection system at least twice per year during inspections.
- C. Perform non-routine maintenance of components as needed.

Table 1. Bid Summary for ITB No. 26015.

Description	Unit of Measure	Quest Waste Management, LLC ⁽¹⁾	Stearns, Conrad & Schmidt Consulting Engineers, Inc. ⁽¹⁾
Inspection, Maintenance and Repair Hourly Labor Rate – Regular Time	\$/Hour	\$120.00	\$415.00
Inspection, Maintenance and Repair Hourly Labor Rate – Overtime Time	\$/Hour	\$120.00	\$487.00
Mobilization/Trip Charge	\$/Mile	\$2.44	\$3.60
Fuel Surcharge	\$/Mile	\$0.08	\$0.00
Tool Usage	Per Trip	\$75.00	\$230.00
Round-trip Mileage (Portal to Portal)	Miles	1,360	1,236
Parts Discount off List/Catalog Pricing	Percent	0%	0%
Total Base Price	\$/Trip	\$7,102.20	\$17,129.60
Resident/Veteran/Native/Local Preference Submitted	-	No	Yes
Percentage Reduction Applied	-	0%	8%
Final Selection Based Price	\$/Trip	\$7,102.20	\$15,860.74

⁽¹⁾ Excluding NM GRT

The Price Agreement establishes services and equipment required to maintain the leachate collection system at the Landfill. This includes, but is not limited to, a single-phase, 230-volt, 60-hertz (supplied via generator) system, controls, high-density polyethylene (HDPE) fusion welding, various components (e.g., level sensors, flow meters), installing pumps, and any minor repair of HDPE liners and associated piping.

Quest Waste Management is factory authorized and trained to repair the EPG's Sure Pump Leachate pumping systems, including controls, that are installed at each leachate collection riser at the Landfill.

ACTION REQUESTED:

The Agency recommends awarding ITB No. 26015 to Quest Waste Management.

The Agency also requests the Board to approve the Price Agreement with Quest Waste Management for \$30,000, including NM GRT, to provide inspection, maintenance, and repairs of the leachate collection system at the Landfill.

Attachments:

- 1) Price Agreement with Quest Waste Management
- 2) ITB No. 26015 – Leachate Collection System Inspection, Maintenance and Repairs for the Caja del Rio Landfill (Without Appendices)

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ATTACHMENT 1

**Price Agreement
with
Quest Waste Management**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PRICE AGREEMENT
WITH
QUEST WASTE MANAGEMENT
(Leachate Collection System Inspection, Maintenance and
Repairs for the Caja del Rio Landfill – 2025)**

This PRICE AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“the Agency”) and Quest Waste Management, LLC of Ferris, TX ("Contractor") for leachate collection system inspection, maintenance and repairs for the Caja del Rio Landfill as described in ITB No. 26015 and below. This Agreement shall be effective as of the date it is executed by the Agency.

1. SCOPE OF AGREEMENT

The items to be provided under this Agreement are set forth in ITB No. 26015 and all terms, specifications and conditions, contained therein and Contractor's response for the cost of items and services submitted thereto, all of which are incorporated into this Agreement and attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

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

- A. "Agency" means the Santa Fe Solid Waste Management Agency.
- B. "Agency Facility" means the Caja del Rio Landfill at 149 Wildlife Way, Santa Fe, New Mexico 87506.

- C. "Items" means tangible goods or tangible items of personal property required for Agency operations. All items are to be new and of the most current production, unless otherwise specified.
- D. "Price" means the discounted price or costs for product(s) paid by the Agency as described in Exhibit A.
- E. "Price Agreement" means this indefinite quantity Price Agreement, which requires Contractor to provide product(s) to the Agency.
- F. "Purchase Order" means a fully executed purchase document issued by the City of Santa Fe Central Purchasing Division on behalf of the Agency that specifies the items and services to be provided by Contractor.
- G. "Services" mean services to be performed by personnel that do not need extensive education or specialty training or licensing. Services exclude professional services that are typically performed by a person holding a license, such as engineering, architecture, or legal services.
- H. "Tangible Goods" are products that can be touched. This includes software licenses and intellectual property.

4. ITEMS / SERVICES TO BE PROVIDED

- A. Price of Items and Services. Section 3 of Exhibit A of this Agreement contains the prices for Contractor's items (i.e., tangible goods) and services. Exhibit A also indicates any specifications required for the items and services, if any, that are subject to this Agreement.
- B. Purchase Orders. The Agency may issue Purchase Orders for the purchase of the items listed in Exhibit A. Any service ordered by the Agency must be a service

described in Exhibit A. All Purchase Orders for items and services issued hereunder must reference the Purchase Order number, Price Agreement number and ITB No. 26015.

- C. Quantities. It is understood that this is an indefinite quantity Price Agreement and the Agency may purchase any quantity of the item(s) or services listed in Exhibit A on an as-needed basis. The Agency makes no guarantee or warranty, implied, or otherwise that any order for any definite quantity of items or services be issued under this Agreement. Contractor shall be required to accept the Purchase Order(s) and furnish the items or services.
- D. Specifications. The Services furnished under this Agreement shall meet or exceed the specifications provided in ITB No. 26015, including any addenda. Purchase Orders issued pursuant to this Agreement must show the applicable Agreement items or services.

Delivery and Billing Instructions

- 1) Contractor shall deliver the items and services in accordance with the Agency's instructions. Each delivery shall be accompanied by a packing slip that itemizes the materials and quantities delivered, including packaging, the Purchase Order number, Price Agreement number, and the Agency facility.
- 2) Delivery shall be made within three (3) business days of order placement. Contractor shall notify the Agency immediately if delivery is expected to exceed this timeframe or if the complete order cannot be fulfilled.

- 3) Whenever the Agency does not accept any deliverable and returns it to Contractor, all related documentation furnished by Contractor shall also be returned.
- 4) Prices listed in Exhibit A shall be the fixed prices for the items and rates for the services, respectively.
- 5) Prices listed in Exhibit A for the items and services shall remain in effect for the term of this Agreement.

5. COMMERCIAL WARRANTY

Contractor agrees that the items or services furnished under this Agreement shall be covered by the most favorable commercial warranties Contractor gives for such items or services to any customers. The rights and remedies provided herein shall extend to the Agency and are in addition to and do not limit any rights afforded by the Agency by any other Article of this Agreement. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

6. PAYMENTS

A. All payments under this Agreement are subject to the following provisions.

- 1) Inspection. Final inspection and acceptance of all items and services ordered shall be made at the Agency facility. Items rejected at the Agency facility for non-conformance with specifications shall be removed promptly, at Contractor's risk and expense, upon receipt of notice of rejection.
- 2) Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Agency shall determine if the services or items meet specifications. No payment shall be made for any services or items until the services or items

have been accepted in writing by the Agency. Unless otherwise agreed upon between the Agency and Contractor, within thirty (30) days from receipt of the services or items, the Agency shall issue a written certification of complete or partial acceptance or rejection of the services or items. The time period shall begin at the completion of services or receipt of the final shipment when there are multiple shipments per Purchase Order. Unless the Agency gives notice of rejection within the specified time period, the services or items will be deemed to have been accepted.

- 3) Issuance of Purchase Orders. Only written, signed and properly executed Purchase Orders are valid under this Agreement.
- 4) Invoices. Contractor may submit invoices for payment no more frequently than monthly. Contractor's invoice shall contain the following information: Purchase Order number, Price Agreement number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets, and applicable taxes and fees. Separate invoices shall be rendered for each and every complete shipment or service. Invoices must be submitted to the Agency and not the City of Santa Fe Central Purchasing Division.
- 5) Payment of Invoices. Upon written certification from the Agency that the items and services have been received and accepted, the Agency shall pay to Contractor in full payment for services rendered, including applicable taxes and fees.
- 6) Taxes and Fees. Applicable taxes and fees shall be included on each invoice and shown as a separate item to be paid. Contractor shall be responsible for

payment of taxes and fees levied by the State of New Mexico and the federal government on the sums payable under this Agreement.

7. 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 10 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

8. TERM AND EFFECTIVE DATE

- A. This Agreement shall be effective when signed by the Agency and terminate on November 20, 2026, unless it is terminated sooner pursuant to Article 7 or Article 10 of this Agreement.
- B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually if agreed upon by the Agency and Contractor.

9. CANCELLATION

- A. The Agency reserves the right to cancel without cost to the Agency all or any part of any order placed under this Agreement if the Agency determines in its sole discretion that the services or deliverables fail to meet the requirements of this Agreement.

- B. The failure of Contractor to perform its obligations under this Agreement shall constitute a default of this Agreement and/or the Purchase Order.
- C. Contractor may be excused from performance if Contractor's failure to perform the Purchase Order arises out of causes beyond the control and without the fault or negligence of Contractor, unless the Agency shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the federal, state or local government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.
- E. In the event that the Agency cancels all, or any part, of any Purchase Order because Contractor failed to meet material provisions of the Purchase Order, Contractor shall be liable for any excess costs incurred by the Agency that is associated with such default.

10. TERMINATION

- A. Consistent with applicable New Mexico laws, this Agreement may be terminated by the Agency, without penalty, at any time prior to the expiration date of this Agreement. The Agency will provide ten (10) days' prior written notice to Contractor of the date of termination ("Notice of Termination"). Notice of Termination of this Agreement shall not affect any outstanding Purchase Order(s) issued under this Agreement prior to the effective date of termination for convenience by the Agency.

- 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 of this Agreement and to hold Contractor liable for any excess costs associated with Contractor's default. The rights and remedies of the Agency are not limited to those provided for in this Article and are in addition to any other rights provided for by law.

11. **STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

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

12. **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.

13. **CONFLICT OF INTEREST**

- A. 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 who has any such conflict of interest.

- B. Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

14. APPROVAL OF CONTRACTOR'S REPRESENTATIVES

The Agency reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the sole discretion of the Agency, serving the needs of the Agency adequately.

15. 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, which shall not be unreasonably withheld. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

16. NON-COLLUSION

In signing this Agreement, Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

17. 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.

18. 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 thirty (30) days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.
- B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.
- C. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 combined single limit for each accident.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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 brought in the First Judicial District Court, Santa Fe County, State of New Mexico.

24. AMENDMENT

This Agreement may only be amended by mutual agreement of the Agency and Contractor. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the Agency, prior to the effective date of the amendment.

25. INTEGRATION

This Agreement expresses the entire agreement and understanding between the parties with respect to Contractor's items and services 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.

26. 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.

27. 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.

28. NOTICES

- A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by email, as provided below, to the parties at the following addresses:

AGENCY: Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Email: rkippenbrock@sfswma.org

CONTRACTOR: John P. Bernat
Owner
Quest Waste Management, LLC
4142 FM 660
Ferris, TX 75125
Email: jbernat@questwm.com

- B. 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.
- C. Notice sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email

stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

- D. 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.

29. 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 kickbacks.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Lee Garcia
Chairperson

Date:

CONTRACTOR:

John P. Bernat
Owner
Quest Waste Management, LLC

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A

ITEMS / SERVICES TO BE PROVIDED

ITB No. 26015

1. GENERAL CONDITIONS

- A. This Agreement is established to provide services and equipment required to maintain the leachate collection system at the Caja del Rio Landfill. This includes, but is not limited to, a single-phase, 230 Volt, 60 Hertz (supplied via generator) system, controls, high-density polyethylene (HDPE) fusion welding, various components (e.g., level sensors, flow meters), purchasing and installing pumps, and any small repair of HDPE liners and associated piping.
- B. Contractor shall be factory authorized and trained to repair EPG Companies' Sure Pump Leachate pumping systems, including controls.
- C. Inspection and maintenance will be performed a minimum of twice per year. Maintenance will include inspecting six leachate extraction point risers, which involves checking control boxes and components, recording system settings, verifying system voltages and pump amperages, assessing discharge pipe and headwall conditions, measuring leachate levels, and replacing desiccant dryer elements as needed. Removing pumps from the risers may be required.
- D. The Agency is responsible for determining when the non-routine services of Contractor are needed. Upon determination by authorized personnel of the need for non-routine services, Contractor will be contacted and informed of the work to be performed.
- E. Contractor shall evaluate the situation or problem when directed and provide an estimate that details the proposed work, itemized in hours, prices, and materials with descriptions and estimated costs. Agency personnel may assist with basic evaluations as directed by

Contractor and when deemed appropriate. After approval by the Agency, Contractor shall carry out the necessary work or repairs and submit invoices that specify the time, labor charges, and the parts or materials used.

- F. If the work is an emergency, Contractor shall immediately address repairs, then provide an estimate, including the work required to complete the repairs. Contractor shall provide status updates as determined by the Agency.
- G. Contractor shall furnish only those materials and/or services requested by the Agency. Any additional material and/or services deemed necessary by Contractor shall be documented and submitted to the Agency for approval. The Agency shall not be liable for materials and/or services other than those approved in advance or actually required in an emergency.
- H. Upon completion of each inspection, the routine preventative maintenance or the non-routine maintenance Contractor shall provide a report including, but not limited to, a summary of the work performed, condition of each riser location, summary of recommendations, meter readings (e.g., amperage, voltage, etc.), panel/pump settings, and field sheets.
- I. Contractor shall be fully responsible for the work performed, and shall provide a minimum 90-day warranty on all materials and supplies furnished, or the manufacturer's warranty, whichever is longer. Warranty shall cover replacement of the item and required labor when necessary due to defects in materials and/or workmanship. Services provided by Contractor shall be warranted for a period of 90 days. Any work or services subcontracted shall be specified by written agreement and shall be subject to the provisions of the contract. No used parts/materials shall be installed in any Agency-owned or operated equipment, unless

approved otherwise. Work shall be performed in a neat, workmanlike manner to be approved or directed by the Agency.

- J. Contractor shall be responsible for any damage caused by Contractor while providing services. Damages shall be reported immediately to the Agency as applicable. Contractor will be held responsible for the removal of any debris created during the work performed. Disposal is allowable at the Caja del Rio Landfill, assuming the material is not considered a hazardous or unauthorized waste. Hazardous and unauthorized waste generated during the work performed is the responsibility of Contractor.
- K. Contractor shall provide all necessary invoices of material purchased with a complete description of the material purchased. Catalog numbers and the item's cost are insufficient. Invoices will include the signature of an authorized Contractor representative. Written notification, including the nature of the work performed and any other necessary information to expedite invoice processing, shall be submitted to the Agency for review, approval and payment within a 14-calendar day timeframe.
- L. Services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday.
- M. Any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (Holidays and non-holidays) shall be approved by the Agency in advance.
- N. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.
- O. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Section 3 of Exhibit A of this Agreement, Number of

Hours to be worked, any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item.

- P. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), project location, Contractor's applicable labor rates set forth in Section 3 of Exhibit A of this Agreement, Number of Hours Worked, and any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item. Labor billing starts when Contractor arrives at the job site, continues while picking up parts, and ends when Contractor leaves the site for the day. Lunch and/or breaks shall not be included in hours worked.
- Q. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractor's direct cost for those purchases as listed in Exhibit A of the contract. A copy of the supplier's invoice must be submitted to the Agency for payment.
- R. If materials must be special ordered and/or shipped from outside the Albuquerque/Santa Fe area, the Agency will pay shipping costs if such orders are approved in writing by the Agency in advance.
- S. The use of only one service laborer to perform service calls is required unless additional personnel are needed. If additional personnel are needed, the Agency must be contacted for approval prior to start of the job. The Agency reserves the right to determine the number of helpers to be dispatched.
- T. Contractor shall be responsible for furnishing and paying for any equipment required to perform the requested work.

2. BILLING LOCATION AND CONTACT

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

B. The billing address is as follows:

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

3. CONTRACTOR’S UNIT PRICING

Leachate Collection System Inspection, Maintenance and Repairs

Description	Unit	Cost ⁽¹⁾
Inspection, Maintenance and Repair Hourly Labor Rate – Normal Service Hours	Per Hour	\$120.00
Inspection, Maintenance and Repair Hourly Labor Rate – Overtime	Per Hour	\$120.00
Mobilization/Trip Charge	Per Mile	\$2.44
Fuel Surcharge	Per Mile	\$0.08
Tool Usage	Per Trip	\$75.00
Roundtrip Mileage (Portal to Portal)	Miles	1,360
Parts Discount off List/Catalog Pricing	Percent	0%

⁽¹⁾ Excludes NMGRT.

ATTACHMENT 2

ITB No. 26015

**Leachate Collection System Inspection, Maintenance and
Repairs for the Caja del Rio Landfill
(Without Appendices)**



The City of Santa Fe, Central Purchasing Division

INVITATION TO BID (ITB)

**LEACHATE COLLECTION SYSTEM INSPECTION, MAINTENANCE
AND REPAIRS FOR THE CAJA DEL RIO LANDFILL**

ITB#: 26015

Bid Due Date and Time: Wednesday, September 10, 2025 by 2:00 pm

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2. INFORMATION TO BIDDERS
3. STATEMENT OF WORK
4. SCOPE OF WORK
5. PRICE SCHEDULE
6. VENDOR QUESTIONNAIRE

Attachments:

A - Sample Price Agreement_Leachate

1. TERMS AND CONDITIONS

- A. **General:** When the City of Santa Fe's Chief Procurement Officer (CPO) or designee approves a purchase document in response to the ITB, a binding contract is created.
- B. **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 Central Purchasing Division (CPD). Under this order, no such consent shall relieve the Contractor's obligations and liabilities.
- C. **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.
- D. **Cancellation/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 of this order and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Agency 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 City, 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 Agency 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 Agency 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.
- E. **Items/Parts:** All bid items/parts are to be NEW and of the most current production unless otherwise specified.
- F. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

G. **Inspection:** Final inspection and acceptance will be made at the destination. Tangible Personal Property (goods) rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.

H. **Packing, Shipping, and Invoicing:** The Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the Agency may place with the Contractor during the term. Delivery shall be made as indicated by the Agency. If contractor is unable to meet stated delivery the Agency must be notified. Freight/shipping costs shall be prepaid by the vendor, added at time of invoicing, and shown as a separate line item to be paid by user. Using agency shall only pay exact courier costs, without a markup.

1. The Purchase Order/Contract reference and the Contractor's name, Agency'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 Agency's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by packing tickets.
2. 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 complete shipment.
3. Invoices must be submitted to the Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506 and NOT the City of Santa Fe.

I. **Method of Payment:**

1. 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.
2. 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 the processing of invoices and will not be able to do business with the Agency.
 - a. Contractor can register online at: <https://santafenm.munisselfservice.com/Vendors/default.aspx>.

J. **Payment Provisions: All payments under this Contract are subject to the following provisions.**

1. **Acceptance** - In accordance with Section NMSA 1978, Section 13-1-158, the Agency shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the Agency, the Agency shall not pay for any products or services. Unless otherwise agreed upon between the Agency and the Contractor, within thirty (30) days from the date the Agency receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the Agency shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the Agency gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

2. **Payment of Invoice** - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth 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 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The Agency agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.
- K. **Taxes:** 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 Agency. Such tax or taxes shall be added at the time of invoicing at the current rate and shown as a separate item to be paid by the Agency.
- L. **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 Agency and are in addition to and do not limit any rights afforded to the Agency by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
- M. **Price Adjustments:** Unit prices for services and items quoted by the Contractor are to be firm for the term of the contract. A request for a price adjustment due to an increase or decrease in cost of living, fuel or product manufacturer/supplier is subject to approval by the Agency. The Contractor shall submit to the Agency sufficient justification to support the request.
- N. **Late Delivery:** It is expressly understood and agreed that, as a result of the public interest and because of the monetary losses that the Agency may incur as a result of failure to deliver the items and services described in the contract on time, that time is of the essence in the performance of this contract. It is agreed that damages resulting from late delivery can neither be accurately anticipated nor calculated. At the option of the CPO, the Agency may invoke the cancelation/default provisions of the contract contained herein.
- O. **Agency Furnished Property:** Agency furnished property shall be returned to the Agency upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
- P. **Workers' Compensation:** The Contractor agrees to comply with State laws and rules pertaining to Workers' Compensation benefits for their employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this contract may be terminated by the Agency.
- Q. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Agency are considered material to any work performed under this contract. 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 Agency. 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 Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

- R. **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 contract's term and effect and retain them for a period of three (3) years from the date of final payment under this contract. The records shall be subject to inspection by the Agency, City of Santa Fe Finance Department and the State Auditor. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this contract shall not foreclose the right of the Agency to recover excessive or illegal payments.
- S. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.
- T. **Non-Collusion:** In signing this ITB and/or submitting electronically, the Contractor certifies they have not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with the bid submitted to CPD.
- U. **Nondiscrimination:** Contractor doing business with the Agency must follow 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).
- V. **Penalties:** NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
- W. **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.
- X. **No Additional Terms and/or Conditions will be Accepted.**

2. INFORMATION TO BIDDERS

2.1. ITB Access and Bid Submission

Solicitation packets are available in the OpenGov Procurement Portal at <https://procurement.opengov.com/portal/santafenm>.

(On the Project page, use the "Search" bar to find the ITB. Anyone may view the ITB without logging in, however, you must be a registered vendor and logged in, to "Create Bid.")

It is the Bidder's responsibility to ensure all documents are completely uploaded and submitted electronically via the [OpenGov Procurement Portal](#) by the Bid due date and time. Such submissions will be considered sealed. Bidders must ensure their bids are correct, accurate, and correspond with any amendments (addenda) before submission. Complete and submit all required documents, including specifications, supporting materials, certificates, pricing, etc., through OpenGov as per instructions to form a complete, responsive bid (NMSA 1978, Sections 13-1-82 through 13-1-84 and 13-1-133).

Email: procurement-support@opengov.com if you're having difficulty on the website.

- Procurement amendments (addenda) are processed through OpenGov. If amendments (addenda) are processed,
 - before bids are submitted, ensure bids reflect the amendments (addenda);
 - after bids are submitted, bidders must update the bid by clicking “modify” and updating the associated area(s)* to ensure bid reflects the amendment (addendum).
 - *Bidders must replace the previously submitted documents if the amendment (addendum) affects uploaded documents.
- Bidders must ensure adequate time is allowed for large uploads and to fully complete bid submittal by the deadline. Bids that are not both: (1) fully complete; and (2) received, by the deadline, will be deemed late. Further, bids that are not received by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.

LATE BIDS WILL NOT BE ACCEPTED. OpenGov will not allow late submissions. The OpenGov system will be the official time for responses to be submitted.

Individuals that require accommodation may contact the CPO or designee at least five (5) working days prior to the scheduled Bid Opening.

Travis Dutton-Leyda, CPO
City of Santa Fe
tkduttonleyda@santafenm.gov

Any inquiries or requests regarding this procurement should be submitted, in writing, to the OpenGov Procurement Portal: <https://procurement.opengov.com/portal/santafenm/projects/186711>

Bidders may contact **ONLY** the Project Contact and the CPD regarding this procurement and its terminology via the **OpenGov Procurement Portal**. Answers and information provided by any other employees shall not be considered official.

Bidders shall promptly notify CPD – purchasing_ITB@santafenm.gov of any ambiguity, inconsistency, or error which they may discover upon examination of this ITB. Any response made by the Agency will be provided in writing to all potential bidders by way of amendments (addenda) or Questions and Answers, verbal responses shall not be considered official.

2.2. Preparation of Bid Price Schedule

To avoid errors and misunderstandings, attached bids must have all blank spaces and prices filled in accurately. In the event there is a zero discount/price, indicate as such by entering a ‘0’. Failure to do so may result in rejection of the bid.

2.3. Site Visit

A site visit will be held per the ITB Schedule at the Caja del Rio Landfill – Administration Building located at 149 Wildlife Way, Santa Fe, NM. A site visit will be conducted during this time to ensure that bidders are acquainted with the specific needs of the Agency.

2.4. Correction or Withdrawal of Bid

Bids may be modified directly in OpenGov before the scheduled bid opening to make corrections or changes.

Modifications must occur before the scheduled bid opening for consideration; no bid modifications are allowed post-opening. Bidders reporting mistakes may withdraw bids prior to the submission due date.

2.5. Interpretations and Amendments (Addenda)

No oral interpretation of the meaning of any section of the ITB will be binding. Oral communications are permitted to assess the need for an amendment (addendum). Any questions concerning the ITB must be addressed prior to the date set for receipt of bids.

Every request for such interpretations should be submitted as a question through [OpenGov Procurement Portal](#) to be given consideration and must be received at least five (5) days prior to the date set for receipt of bids. Other Agency employees do not have the authority to respond on behalf of the Agency.

Any and all such interpretations and any supplemental instruction will be in written amendments (addenda) to the ITB, which, if issued, will be sent to all prospective Bidders through the [OpenGov Procurement Portal](#) not later than three (3) days prior to the date set for receipt of bids. Failure of any Bidder to receive any such amendments (addenda) or interpretations shall not relieve Bidder from any obligation under their bid as submitted. All amendments (addenda) so issued shall become part of the contract documents.

Amendments (addenda) will be distributed through the [OpenGov Procurement Portal](#).

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

2.6. Bid Opening

Bid opening will be conducted via Microsoft Teams as follows:

Date: Wednesday, September 10, 2025

Time: 2:00 pm Mountain S/D Time (US and Canada)

Web Address:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWFjZmRiZDYtYzlkOC00ZDA4LWJkMzMtY2Y5MmFINWY5ZGIw%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%221a05b75d-789e-4d46-849e-c34d09c04400%22%7d

2.7. Disclosure of Bid Contents

All bids and documents pertaining to the bid shall be opened publicly. Each bid, except those portions for which a bidder has made a written request for confidentiality, shall be open to public inspection. Any data, which a

bidder believed should be kept confidential shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices and makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary.

2.8. Bid Tabulations

If applicable, bid tabs will be posted to the webpage linked below within 14 days after the Bid Opening Date. <https://santafenm.gov/finance-2/purchasing-1/bid-tabulations>

2.9. 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 the subject of this ITB shall apply to the ITB throughout, which will be deemed to be included in the ITB the same as though written out in full.

2.10. Brand Name Specifications, NMSA 1978, Section 13-1-33

May be authorized ONLY if required to match existing equipment and is determined by the CPO, to be in the best interest of the Agency.

2.11. Brand Name or Equal, NMSA 1978, Section 13-1-34

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.

Bidders shall clearly indicate that it is offering an "equal" product unless the Bidder is offering the brand name product(s) referenced in the inquiry. Should any specified brands or models be listed incorrectly, discontinued or improved, the Bidder shall note such changes in their responses and include the pertinent details regarding the change. In the event the item has been discontinued, the Bidder will be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.

The Agency reserves the right to evaluate "or equal" or any line of the SOW that does not exactly meet the requirements. The Agency also reserves the right to evaluate based on the make and model submitted by the bidder and review all specifications to ensure that make and model meets or exceeds the specifications listed in the SOW and deny the bid with justification if the minimum requirements are not met. If bidding "equivalent" bidders must be prepared to furnish "complete data" upon request, preferably with the bid, to avoid delay in award.

2.12. Method of Award

The Agency also reserves the right to award to multiple Bidders to meet the needs of the Agency in accordance with NMSA 1978, Section 13-1-153.

The ITB sets forth all specifications to be used in determining acceptability. An acceptability evaluation is not conducted for the purpose of determining whether one bidder's item is superior to another's, but only to determine that a bidder's offering is acceptable as set forth in the ITB. Any bidder's offering which does not meet the acceptability requirements shall be rejected as non-responsive.

Following determination of acceptability as set forth in the ITB, if any is required, bids will be evaluated to determine which bidder offers the lowest cost to the Agency in accordance with the evaluation criteria set forth in the ITB. Only objectively measurable criteria that are set forth in the ITB shall be applied in determining the lowest bidder.

Awards may be determined by total or lifecycle costing. Life-cycle costing shall take into account operative, maintenance, and money costs, other costs of ownership and usage and resale or residual value, in addition to acquisition price, in determining the lowest bid cost over the period the item will be used.

In addition, the CPO or designee shall have the right to waive technical irregularities.

The Agency reserves right to award entire bid, groups, individual items, or combinations in the best interest of the Agency.

F.O.B. Destination requires delivery to the Agency location before ownership transfers. Any exception may deem bid non-responsive.

Business License: Vendors must obtain a business license before being awarded. Visit linked websites for instructions. Upon registration completion and licensing, vendors are eligible for City and Agency projects, services, and goods.

<https://santafenm.gov/land-use/doing-business-with-the-city>

2.13. Identical Bids

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

2.14. Contract Award

The Agency anticipates awarding the contract(s) during the regular scheduled Joint Powers Board meeting on October 16, 2025; however, the meeting's date is tentative and subject to change without notice.

2.15. Rejection or Cancellation of Bid

The ITB may be canceled, and any or all bids may be rejected in whole or in part, when it is in the Agency's best interest. Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in favor of the Agency. A determination containing the reasons shall be made part of the project file (NMSA 1978, Section 13-1-131).

2.16. Prohibit Bidding

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

2.17. Protest Deadline

Protests must be submitted in writing to the City of Santa Fe's CPO, who is the sole authority for protest review and determination per NMSA 1978, Section 13-1-172 and the Procurement Manual Section Y. Only timely, written protests delivered directly to the CPO will be considered properly submitted. Any protest

by a Bidder must be timely submitted and conform to NMSA 1978, Section 13-1-172 and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the contract award and will end by the close of business fifteen (15) calendar days after the contract award. Protests must be written and must include the protestor's name and address and the ITB number. Protests must also contain a statement of grounds for protest, including appropriate supporting exhibits, and specify the ruling requested. Protests must be addressed and delivered to:

Travis Dutton-Leyda

Chief Procurement Officer

City of Santa Fe

tkduttonleyda@santafenm.gov

Protests received after the deadline will not be accepted. The Agency reserves the right to implement the terms of the contract with the successful Bidder during the pendency of the protest.

2.18. Agency Rights

The Agency reserves the right to accept all or a portion of a bid.

2.19. Right to Publish

Throughout this procurement process and contract term, potential Bidders and contractors must secure from the Agency written approval before releasing any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Bidder's bid or termination of the contract.

2.20. Compliance with the City of Santa Fe and Santa Fe County's Minimum Wage Rate Ordinances (Living Wage Ordinances)

Compliance with the City of Santa Fe and Santa Fe County's Minimum Wage Rate Ordinances (Living Wage Ordinances). The vendor must comply with the current living wage rate and requirements posted on this page:

City of Santa Fe: <https://santafenm.gov/economic-development/business-resources/living-wage-information>

Santa Fe County: <https://www.santafecountynm.gov/livingwage>

2.21. Preferences

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

When a public body makes a purchase using a formal bid process, the public body shall deem a bid submitted by a:

- (1) New Mexico resident business or Native American resident business to be eight percent lower than the bid actually submitted; or
- (2) resident veteran business or Native American resident veteran business with annual gross revenues of up to six million dollars (\$6,000,000) in the preceding tax year to be ten percent lower than the bid actually submitted.

The New Mexico Resident Business or Native American Resident Business Preference is not cumulative with the New Mexico Resident Veteran Business or Native American Resident Veteran Business Preference.

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

2.22. Vendor Self Service (VSS)

Awarded Contractor(s) will be required to register and maintain their profile at <https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx>.

Payments and accounting will be handled through VSS.

2.23. Definitions and Terms

- A. **Addendum or Amendment:** a written or graphic instrument issued prior to the opening of Bids, which clarifies, corrects, or changes the Invitation to Bid.
- B. **Agency:** means the Santa Fe Solid Waste Management Agency.
- C. **Bidder:** means the companies or firms submitting a bid in response to this Invitation to Bid.
- D. **BuRRT:** means the Buckman Road Recycling and Transfer Station.
- E. **Central Purchasing Division (CPD):** means the office responsible for the control of procurement of items of tangible personal property, services or construction.
- F. **Chief Procurement Officer (CPO):** means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.
- G. **City:** means the City of Santa Fe.
- H. **Close of Business:** means 5:00 p.m. Mountain Time.
- I. **Contractor:** means the successful Bidder who enters into a binding contract/agreement.
- J. **Contract/Agreement:** means the Agency's Agreement for the procurement of items of tangible personal property, services or construction, including all exhibits attached to it and incorporated in it by reference, and all amendments in accordance with its terms. Contract/Agreement can mean a Professional Services Agreement, Services Agreement, Construction Agreement or Price Agreement.
- K. **Desirable:** means the terms "can," "may," and "should" indicate a discretionary item or factor.

- L. **Determination:** means the written documentation of the Chief Procurement Officer's decision, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (NMSA 1978, Section 13-1-52).
- M. **Invitation to Bid:** or "ITB" means all documents, including those attached or incorporated by reference, used for soliciting bids (NMSA 1978, Section 13-1-102).
- N. **Joint Powers Board (JPB):** means the governing body of the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.
- O. **Landfill:** means the Caja del Rio Landfill.
- P. **Mandatory:** means the terms "must," "shall," "will," "is required," and "are required" indicate a mandatory item or factor that will result in the rejection of the Bidder's bid.
- Q. **Multi-Term Contract:** means a contract having a term longer than one year (NMSA 1978, Section 13-1-68).
- R. **Purchase Order:** means a fully executed purchase document issued by the City that specifies the items and services to be provided by the Contractor.
- S. **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 described in the invitation to bid (NMSA 1978, Section 13-1-82).
- T. **Responsive Bid:** means an offer that conforms materially to the requirements in the invitation to bid. Material respects of the invitation to bid include, but are not limited to, price, quality, quantity or delivery requirements (NMSA 1978, Section 13-1-84).
- U. **Services:** means the furnishing of labor, time or effort by a Contractor not involving the delivery of a specific end product other than reports and other materials merely incidental to the required performance. Services include the furnishing of insurance but do not include construction or the services of employees of the Agency (NMSA 1978, Section 13-1-87).
- V. **Staff:** means any individual who is a full-time, part-time, or independently contracted employee with the Bidders' company.
- W. **Written:** means typewritten on standard 8½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

3. STATEMENT OF WORK

3.1. Purpose and Objectives

The Agency is soliciting a Contractor to provide inspection, maintenance and repairs for the leachate collection system at the Caja del Rio Landfill. The work includes the following overall objectives:

- A. Inspection of the leachate collection system at six riser locations, a minimum of twice per year.
- B. Routine preventative maintenance of the various components of the leachate collection system, a minimum of twice per year, at time of inspection.
- C. Non-routine maintenance of components, as needed.

3.2. Deliverables

Upon completion of the each inspection, the routine preventative maintenance or the non-routine maintenance the Contractor shall provide a report including, but not limited to, a summary of the work performed, condition of each riser location, summary of recommendations, meter readings (e.g., amperage, voltage, etc.), panel/pump settings, and field sheets.

3.3. Purchase Orders

Under the terms and conditions of this ITB and subsequent contract, the City on behalf of the Agency may issue Purchase Orders for items described herein. The terms and conditions shall form a part of each Purchase Order issued hereunder.

The items to be quoted shall be as listed in the mutually approved contract which includes the unit prices and discounts submitted in the Price Schedule. All quotes issued hereunder will bear both an quote/order number, ITB, and the Purchase Order Number. A sample contract is attached as Attachment A.

Only written signed Purchase Orders are valid.

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

3.4. Conditions

The conditions and specifications set out in this ITB are inseparable and indivisible. Any Bidder, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the ITB, and all other documents required to be submitted, shall be submitted by the Bidder in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the ITB shall, at the discretion of the Agency constitute grounds for rejection of the entire bid.

3.5. Term and Effective Date

The term of the subsequent contract shall be awarded for one (1) year from the date of signed Agency approval, and can be extended and renewed annually for up to ten (10) years. This contract shall not exceed ten (10) years.

3.6. Insurance Requirements

The Awarded Contractor shall procure and maintain at the Awarded Contractor's own expense, insurance of the kinds and in amounts herein required. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the contract, whether performed by the Awarded Contractor, the Awarded Contractor's agents, or employees, or by subcontractors. All insurance

provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment, employees, agents, and subcontractors therefrom.

3.7. Compensation

The prices quoted herein represent the basis of compensation to be paid by the Agency for goods and/or services provided. It is understood that the Awarded Contractor providing said goods and/or services to the Agency is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, travel/lodging and any other items necessary to complete the work provided. The prices quoted in this contract include an amount sufficient to cover such costs. When bidding, enter the amounts for the respective bid item unit prices to a maximum of three (3) decimal places.

The Awarded Contractor shall be considered an independent entity and not an employee of either the City of Santa Fe and the Agency. The Agency shall provide directions regarding the time and place of performance and compliance with rules and regulations required by this contract.

All interested Bidders and Awarded Contractor, at a minimum, must be able to provide the products and/or services identified within the scope of work of this ITB.

4. SCOPE OF WORK

4.1. General Provisions

This contract is established to provide services and equipment required to maintain the leachate collection system at the Caja del Rio Landfill. This includes, but not be limited to, single phase, 230 Volt, 60 Hertz (supplied via generator) system, controls, High Density Polyethylene (HDPE) fusion welding, various components (e.g., level sensors, flow meters), purchasing and installing pumps, and any small repair of HDPE liners and associated piping.

- A. The Contractor shall be factory authorized and trained to repair EPG Companies' SurePump Leachate pumping systems, including controls.
- B. Inspection and maintenance will be performed a minimum of twice per year. Maintenance will include inspection of six leachate extraction point risers, which includes checking control boxes and components, recording system settings, checking system voltages, pump amperages, discharge pipe conditions, headwall conditions, leachate measurements, and changing out desiccant dryer elements, as needed. Removing pumps from the risers may be required.
- C. The Agency is responsible for determining when the non-routine services of Contractor are needed. Upon determination by authorized personnel of the need for non-routine services, the Contractor will be contacted and informed of the work to be performed.
- D. Contractor shall assess the situation/problem, when directed, and provide an estimate that includes a description of the proposed work itemized in hours and prices, and material required itemized by description and estimated cost. Agency personnel may assist with basic evaluations as directed by the Contractor, and as deemed appropriate. Once approved by the Agency, Contractor shall perform the

needed work or repairs, and submit invoices detailing the time and labor charges, and the parts/materials used.

- E. If the work is an emergency, Contractor shall immediately address repairs, then provide an estimate, including the work required to complete the repairs. Contractor shall provide status updates as determined by the Agency.
- F. Contractor shall furnish only those materials and/or services requested by the Agency. Any additional material and/or services deemed necessary by Contractor shall be documented and submitted to the Agency for approval. The Agency shall not be liable for materials and/or services other than those approved in advance or actually required in an emergency situation.
- G. Upon completion of the each inspection, the routine preventative maintenance or the non-routine maintenance the Contractor shall provide a report including, but not limited to, a summary of the work performed, condition of each riser location, summary of recommendations, meter readings (e.g., amperage, voltage, etc.), panel/pump settings, and field sheets.
- H. Contractor shall be fully responsible for the work performed, and shall provide a minimum 90-day warranty on all materials and supplies furnished, or the manufacturer's warranty whichever is longer. Warranty shall cover replacement of the item and required labor when such is necessary due to defects in materials and/or workmanship. Services provided by Contractor shall be warranted for 90 days. Any work or services subcontracted shall be specified by written agreement and shall be subject to provisions of the contract. No used parts/materials shall be installed in any Agency owned or operated equipment, unless approved otherwise. Work shall be performed in a neat workmanlike manner to be approved or directed by the Agency.
- I. Contractor shall be responsible for any damage caused by Contractor while providing services. Damages shall be reported immediately to the Agency as applicable. Contractor will be held responsible for removal of any debris created during work performed. Disposal is allowable at the Caja del Rio Landfill, assuming the material is not considered a hazardous or unauthorized waste. Hazardous and unauthorized waste is the responsibility of the Contractor when generated by the work performed.
- J. Contractor shall provide all necessary invoices of material purchased with a complete description of material purchased. Catalog numbers and cost of item is not sufficient. Invoices will include signature of authorized Contractor representative. Written notification as to nature of work performed and any other information needed to expedite invoices shall be submitted to the Agency for review, approval and processing for payment, within a 14-calendar day timeframe.
- K. The majority of services shall be performed between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday.
- L. Any services provided other than between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday (Holidays and non-holidays), shall be approved by the Agency in advance.

- M. While providing the services outlined herein, Contractor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.
- N. All estimates must include Work Order # (if applicable), Project Location, Contractor's Applicable Labor Rates set forth in Contractor's bid sheet, Number of Hours to be worked, any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item.
- O. All invoices must include Purchase Order (PO) #, Work Order # (if applicable), project location, Contractor's applicable labor rates set forth in Contractor's bid, Number of Hours Worked, and any Parts/Supplies (if applicable), plus the applicable NMGRT listed as a separate item. Labor billing starts when Contractor arrives at the job site, continues while picking up parts, and ends when Contractor leaves the site for the day. Lunch and/or breaks shall not be included in hours worked.
- P. When Contractor purchases parts, supplies and materials for project assignments, the Agency will reimburse Contractors direct cost for those purchases as listed in Exhibit A of the contract. A copy of the supplier's invoice must be submitted to the Agency for payment.
- Q. If materials must be special ordered and/or shipped from outside the Albuquerque/Santa Fe area, the Agency will pay shipping costs if such orders are approved in writing by the Agency in advance.
- R. The use of only one service laborer to perform service calls is required unless additional personnel are needed. If additional personnel are needed, the Agency must be contacted for approval prior to start of job. The Agency reserves the right to determine how many helpers shall be dispatched.
- S. Contractor shall be responsible for furnishing and paying for any equipment required to perform the requested work.

5. PRICE SCHEDULE

PRICE SCHEDULE

Line Item	Description	Unit of Measure	Unit Cost	Discount (%)
1	Inspection, Maintenance and Repair Hourly Labor Rate - Regular Time [*]	\$/HOUR		
2	Inspection, Maintenance and Repair Hourly Labor Rate - Overtime [*]	\$/HOUR		
3	Mobilization/Trip Charge [*]	\$/MILE		
4	Fuel Surcharge [*]	\$/MILE		
5	Tool Usage [*]	PER TRIP		
6	Roundtrip Mileage (Portal to Portal)	MILES		

Line Item	Description	Unit of Measure	Unit Cost	Discount (%)
7	Parts Discount off List/Catalog Pricing	PERCENT	N/A	
[*] Denotes item is taxable Sales Tax (@ 8.19%)				

6. VENDOR QUESTIONNAIRE

1. If applicable, the Bidder hereby acknowledges receipt of any addenda or amendments to the ITB.*

No addenda or amendments will be issued three (3) days before the date for receipt of bids, except an addendum or amendment withdrawing the ITBs or postponing the date for receipt of bids.

Please confirm

*Response required

2. Financial Interest*

All Bidders must notify the CPO or designee if any employee(s) of both the Agency or CPD have a financial interest in the Bidder.

Yes

No

*Response required

When equals "Yes"

2.1. Specify by name*

*Response required

3. NM Business Tax Identification # (NMBTIN), as applicable

4. Do you have a New Mexico Preference Certificate (Resident, Veterans' or Native American Business) issued by the New Mexico Department of Taxation and Revenue?

If yes, please upload a pdf of the current certificate.