

# **INVITATION TO BID**

SANDOVAL COUNTY SOLID WASTE



## **AUTOMATIC TARPING MACHINE, SPOOLS AND LANDFILL TARPS**

**FY25-SCPW-01**

**DUE:**

**September 12, 2024**

**4:00 PM MDT**

**NIGP Codes: 54529, 54531, 66544**

SANDOVAL COUNTY  
CENTRAL PURCHASING OFFICE  
1500 Idalia Road Bldg. D 2<sup>nd</sup> Floor  
PO Box 40  
Bernalillo, NM 87004

## ITB SCHEDULE

EVENT	DATE
Advertisement/Release Date	August 11, 2024
Deadline to Submit the Acknowledgement of Receipt (Appendix A)	August 16, 2024
Deadline to Submit Questions	August 20, 2024
Deadline to Response to Written Questions and Any Addendum/Amendment	August 23, 2024
Receipt of Bids	September 12, 2024, 4:00 PM MDT
Recommendation of Award to Board of County Commissioners	September 25, 2024

The Owner reserves the right to modify the dates and times mentioned above or withdraw the Invitation to Bid (ITB) due to significant justification(s) in the Owner's best interest.

**BID OPENING:** Bid opening will be held at the offices of Parkhill, 333 Rio Rancho Blvd NE, Suite 400, Rio Rancho, NM 87124. Bids will be opened at 4:00 p.m. on the bid due date.

# BIDDER FORM

Having read the Terms and Conditions and examined the Specifications for FY25-SCPW-01, we hereby submit this Bidder Form, Bid Sheet and other required information.

Company Name: \_\_\_\_\_

d/b/a (if applicable): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Area Code + Phone Number: \_\_\_\_\_

NM Gross Receipts Tax # (CRS) \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

Payment terms: \_\_\_\_\_ (e.g., net 30 days. Discount will not be considered - see "Terms and Conditions.")

Delivery for this ITB will be Parkhill 333 Rio Rancho Blvd, Suite 400, Rio Rancho, NM 87124.

Contractor's Delivery: \_\_\_\_\_ (May be considered in the award)

Authorized Signature: \_\_\_\_\_ Print or type name: \_\_\_\_\_

Signatory Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

If applicable, the Bidder hereby acknowledges receipt of the following addenda or amendment:

Addenda/Amendment No. \_\_\_\_ Dated: \_\_\_\_\_ Addenda/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.

## **TERMS AND CONDITIONS**

(Unless otherwise specified)

1. **General:** When the Sandoval County's Senior Procurement Specialist (SPS) or their designee approves a purchase document in response to the ITB, a binding contract is created.
2. **Assignment:** Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the Contractor, except as expressly authorized in writing by the County Purchasing Office. Under this order, no such consent shall relieve the Contractor's obligations and liabilities.
3. **Variation in Quantity:** No increase in the SPS of services or items after award will be accepted, unless means were provided for within the contract documents. Decreases in the SPS of services, or items can be made upon request by the Owner or if such variation has been caused by documented conditions beyond the Contractor's control, and then only to the extent, as specified elsewhere in the contract documents.
4. **Default:** The Owner reserves the right to cancel all or any part of this order without cost to the Owner if the Contractor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the Contractor liable for any excess costs associated with the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the Contractor and these causes have been made known to the Owner in written form within five working days of the Contractor becoming aware of a cause which may create any delay. Such causes include, but are not limited to, acts of God or the public enemy, acts of the state or the federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the Owner shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The rights and remedies of the Owner are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.
5. **Items:** All bid items are to be new and of the most current production unless otherwise specified.
6. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
7. **Inspection:** Final inspection and acceptance will be made at the destination. Tangible items (goods) rejected at the destination for non-conformance with specifications shall be removed at the Contractor's risk and expense promptly after notice of rejection.
8. **Packing, Shipping and Invoicing:**
  - a) The County's purchase order number, Contractor's name, Owner's name and location shall be shown on each packing slip, delivery ticket, package, bill of lading and other correspondence concerning the shipments. The Contractor shall accept the Owner's count as final and conclusive on all shipments not accompanied by a packing slip.
  - b) The Contractor's invoice shall be submitted duly certified and 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.
  - c) Invoices must be submitted to Sandoval County Solid Waste, 2708 Iris Rd NE, Rio Rancho, NM 87144, and not to Sandoval County.
9. **Method of Payment:**
  - a) Every effort will be made to process payments within thirty (30) days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the

compensation portion of the contract documents.

**10. Payment Provisions:** All payments under this Agreement are subject to the following provisions.

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

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

**12. 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 Owner and are in addition to and do not limit any rights afforded to the Owner by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

**13. Price Adjustments:** Unit prices for services and items quoted by the Contractor are to be firm for the duration of the contract. A request for a price adjustment due to an increase or decrease by the product manufacturer/supplier is subject to approval by the Owner. The Contractor shall submit to the Owner sufficient justification to support the request.

**14. Late Delivery:** It is expressly understood and agreed that, as a result of the public interest and because of the monetary losses that the Owner 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 Agreement. It is agreed that damages resulting from late delivery can neither be accurately anticipated nor calculated. At the option of the Chief Procurement Officer, the Owner may invoke the default provisions of the Agreement contained herein.

**15. Owner Furnished Property:** Owner furnished property shall be returned to the Owner upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

**16. Workers' Compensation:** The Contractor agrees to comply with State laws and rules on Workers' Compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required, this Agreement may be terminated by the Owner.

**17. Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Owner 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 the prior written consent of the Owner. 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 ensure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably

withheld. The Owner shall retain the right to request the removal of any of the Contractor's personnel at any time.

- 18. 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 three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Owner, the Sandoval County Finance Department, and the State Auditor. The Owner shall have the right to audit billings before and after payment. Payment for services under this Agreement shall not foreclose the right of the Owner to recover excessive or illegal payments.
- 19. Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.
- 20. Non-Collusion:** In signing this ITB, the Contractor certifies they have not, directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the CPO or their designee.
- 21. Nondiscrimination:** Contractor doing business with the Owner 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).
- 22. Penalties:** §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.
- 23. 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.
- 24. No additional terms and/or conditions will be accepted.**

## **INFORMATION FOR BIDDERS**

### **1. Bid Submittal Requirements:**

Bid package submittal and all deliveries of responses via express carrier must be addressed as follows.

Name: Tyler Zack, PE, Project Manager  
ITB Name: Automatic Tarping Machine, Spools and Landfill Tarps  
RFP# FY25-SCPW-01  
Address: Parkhill  
333 Rio Rancho Blvd NE, Suite 400  
Rio Rancho, NM 87124

All potential offerors are responsible for ensuring their complete bid is received on or before the stated deadline, regardless of courier utilized. Late proposals will not be considered for award.

### **2. Procurement Officer**

Sandoval County has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Leslie Olivas, Senior Procurement Specialist  
Address: Sandoval County  
1500 Idalia Road Bldg. D 2nd Floor  
PO Box 40  
Bernalillo, NM 87004  
Telephone: (505) 404-5873  
Fax: (505) 867-7605  
Email: [ldolivas@sandovalcountynm.gov](mailto:ldolivas@sandovalcountynm.gov)

### **3. Copies of Invitation to Bid**

The Bid is available in electronic version from the following website:

<https://www.sandovalcountynm.gov/departments/online-business/request-for-proposal/>

In the event of a conflict between a version of the ITB in the Bidder's possession and the version maintained by the Central Purchasing Office, the Bidder acknowledges that the Central Purchasing Office's version shall govern.

### **4. Preparation of Bid**

All blank spaces for bid prices must be filled in, hand or type written. Bids must be in Word or PDF format.

This ITB may be canceled or any and all bids may be rejected in whole or in part whenever the Owner determines it is in the Owner's best interest to do so.

### **5. Pre-Bid Meeting**

There will be no pre-bid meeting for this project.

### **6. Correction or Withdrawal of Bid**

A bid containing a mistake discovered before bid opening may be modified or withdrawn by the Bidder before the deadline for receipt of bids by emailing a written notice to [ldolivas@sandovalcountynm.gov](mailto:ldolivas@sandovalcountynm.gov). Withdrawn bids may be resubmitted up to the time and date designated for the receipt of bids, provided they are then fully in conformance with the Bid.

## **7. Interpretations and Addenda/Amendment**

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 addendum or amendment. 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 via email to [ldolivas@sandovalcountynm.gov](mailto:ldolivas@sandovalcountynm.gov) and to be given consideration must be received at least five (5) days prior to the date set for receipt of bids. Other Owner employees do not have the authority to respond on behalf of the Owner.

Any and all such interpretations and any supplemental instruction will be in written addenda or amendment to the ITB, which, if issued, will be sent by email to all prospective Bidders known by the Owner to have received a complete ITB not later than three (3) days prior to the date set for receipt of bids or April 28, 2023. Failure of any Bidder to receive any such addenda or amendment or interpretations shall not relieve Bidder from any obligation under their bid as submitted. All addenda or amendment so issued shall become part of the contract documents.

Addenda or amendment may be obtained from [ldolivas@sandovalcountynm.gov](mailto:ldolivas@sandovalcountynm.gov) or website:

<https://www.sandovalcountynm.gov/departments/online-business/request-for-proposal/> .

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

## **8. Laws and Regulations**

The Bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over 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.

## **9. Disclosure of Bid Contents**

All bids will become public at time of bid opening, except for the material that is marked proprietary or confidential.

Proprietary or confidential material shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the bid. Confidential data is generally restricted to confidential financial information about the Bidder's organization and data that qualifies as a trade secret under the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA 1978. The price of products offered or the cost of services bid shall not be designated as proprietary or confidential information.

If a request is received for disclosure of material for which a Bidder has made a written request for confidentiality, the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the bid should be disclosed. Unless the Bidder takes legal action to prevent the disclosure, the bid will be disclosed. The bid shall be open to public inspection subject to any continuing prohibition on disclosing confidential data.

## **10. Brand Name**

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 Owner reserves the right to evaluate "or equal" or any line of the SPS that does not exactly meet the requirements. The Owner 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 SPS and deny the bid with justification if the minimum requirements are not met.

## **11. Method of Award**

This will be a single vendor award to the lowest responsible Bidder who meets or exceeds all specifications listed in the ITB.



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

## **12. Identical Bids**

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

## **13. Contract Award**

The Owner anticipates awarding the contract during the regular scheduled Board of County Commissioners meeting on May 18, 2023; however, the meeting's date is tentative and subject to change without notice.

## **14. Rejection or Cancellation of Bid**

The Bid may be canceled, and any or all bids may be rejected in whole or in part, when it is in the Owner'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 Owner. A determination containing the reasons shall be made part of the project file (§13-1-131 NMSA 1978).

## **15. Prohibit Bidding**

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

## **16. Protest Deadline**

Any protest by a Bidder must be timely submitted and conform to §13-1-172 NMSA 1978 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:

Leslie Olivas  
Senior Procurement Specialist  
Sandoval County  
[ldolivas@sandovalcountynm.gov](mailto:ldolivas@sandovalcountynm.gov)

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

## **17. Owner Rights**

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

## **18. Right to Publish**

Throughout this procurement process and contract term, potential Bidders and contractors must secure from the Owner 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.

## 19. Compliance with the Sandoval County and Sandoval County County's Minimum Wage Rate Ordinances (Living Wage Ordinances)

- The term Living Wage refers to the minimum hourly wage necessary for a person to achieve a higher standard of living.
- **Sandoval County's Living Wage**
- Pursuant to the Sandoval County Living Wage ordinance, §28-1 SFCC 1987, Effective March 1, 2023, all workers within the Sandoval County shall be paid a Living Wage of \$14.03 per hour (APPENDIX E). The County's Living Wage ordinance does not set a minimum wage for tipped workers.
- Sandoval County's [Living Wage Ordinance](#) was adopted to establish minimum hourly wages.
- Tips are counted as wages and credited towards satisfaction of the minimum wage. As long as a worker is receiving the hourly minimum wage, whether through tips, salary, or a combination of both, the employer is in compliance with the Living Wage Ordinance.
- The March 1, 2023, Living Wage increase is in accordance with County Ordinance and corresponds to the increase in the Consumer Price Index (CPI) for the Western Region or Urban Wage Earners and Clerical Workers. All employers required to have a business license or registration from the County must pay at least the adjusted 2023 Living Wage to employees for all hours worked within the Sandoval County limits.
- **Effective Date:** Saturday, April 26, 2014
- **Affected Area:** For businesses located throughout Sandoval County, outside of the incorporated boundaries of the Sandoval County
- .
- **Affected Businesses and Other Employers:**
  - Businesses required by Sandoval County to have a business license.
  - Sandoval County government
  - Contractors that enter into a contract after April 26, 2014, with Sandoval County government for services, including construction services.
  - Businesses who undertake an economic development project and execute a project participation agreement with Sandoval County.
- **Applies to:** All employees of these affected businesses whether employed on a full-time, part-time or temporary basis, including contingent or contracted workers and those working through a temporary service or an employment Owner.
- **The Sandoval County and Sandoval County Living Wage increased to \$14.03 on March 1, 2023**, based on last year's increase of CPI for western region Urban Wage Earners and Clerical Workers. – subject to a Consumer Price Index-based inflationary adjustment on March 1 of each year.
- **Base Wage for Tipped Employees:** \$4.21 per hour as of March 1, 2023.

## 20. Preferences in Procurement

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended). Offerors **MUST** include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

- A. **New Mexico Resident Business Preference**  
A copy of the certification must accompany Offeror's proposal.
- B. **New Mexico Native American Resident Business Preference**  
A copy of the certification must accompany Offeror's proposal.
- C. **New Mexico Resident Veterans Business Preference**

A copy of the certification must accompany Offeror's proposal.

**D. New Mexico Native American Resident Veterans Business Preference**

A copy of the certification must accompany Offeror's proposal

**An agency shall not award a business for more than one preference.**

**The New Mexico Preferences shall not apply when the expenditures for this RFP include federal funds.**

## **BIDDER SUBMITTAL CHECKLIST**

- BIDDER FORM** must be signed by an authorized representative of the company.
- BID SHEET.** Verify the total written dollar amount matches the total dollar number. Do amounts total correctly? In the event of discrepancies, the dollar value which is WRITTEN out is legally considered the valid price.
- ADDENDA or AMENDMENT** - acknowledge any addenda or amendment issued in reference to this ITB.
- DETAILED INFORMATION** - equipment and other itemized costs, specifications, sales literature, if applicable.
- WARRANTY** – details of manufacturer warranty issued by the bidder.
- COPY OF SANDOVAL COUNTY AND/OR SANDOVAL COUNTY BUSINESS LICENSE**, if applicable.
- COPY OF STATE OF NEW MEXICO CRS TAX IDENTIFICATION NUMBER.**
- COPY OF RESIDENT BUSINESS OR VETERANS' OR NATIVE AMERICAN PREFERENCE CERTIFICATE** issued by the New Mexico Department of Taxation and Revenue, if applicable.

## DEFINITIONS AND TERMS

1. **Addendum or Amendment:** a written or graphic instrument issued prior to the opening of bids, which clarifies, corrects, or changes the ITB.
2. **Owner:** means the Sandoval County Solid Waste.
3. **Bidder:** means the companies or firms submitting a bid in response to this ITB.
4. **Central Purchasing Office:** means the office responsible for the control of procurement of items of tangible personal property, services or construction.
5. **County:** means the Sandoval County.
6. **Close of Business:** means 5:00 p.m. Mountain Time.
7. **Contractor:** means the successful Bidder who enters into a binding contract/agreement.
8. **Contract/Agreement:** means the Owner's Services 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.
9. **Desirable:** means the terms "can," "may," and "should" indicate a discretionary item or factor.
10. **Invitation to Bid:** or "ITB" means all documents, including those attached or incorporated by reference, used for soliciting bids (§13-1-102 NMSA 1978).
11. **Joint Powers Board (JPB):** means the governing body of the Sandoval County Solid Waste that operates the Sandoval County Landfill.
12. **Landfill:** means the Sandoval County Landfill.
13. **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.
14. **Multi-Term Contract:** means a contract having a term longer than one year (§13-1-68 NMSA 1978).
15. **Purchase Order:** means a fully executed purchase document issued by the Sandoval County that specifies the items and services to be provided by the Contractor
16. **Responsible Bidder:** means a Bidder who submits a responsive bid and who has furnished, when required, information and data to prove that the Bidder's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in the invitation to bid (§13-1-82 NMSA 1978).
17. **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 (§13-1-84 NMSA 1978).
18. **Senior Procurement Specialist:** 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.

- 19. 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 Owner (§13-1-87 NMSA 1978).
- 20. Staff:** means any individual who is a full-time, part-time, or independently contracted employee with the Bidders' company.
- 21. Written:** means typewritten on standard 8½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

<b>BID SHEET</b>		
<b>Sandoval County Solid Waste</b>		
<b>Automatic Tarping Machine, Spools and Tarps for the Sandoval County Landfill</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>PRICE</b>
1	<b>One (1) New Automatic Tarping Machine</b> – ATM 30 or 40-foot new machine. ATM meets specification listed in the technical specification section.	\$
2	<b>Two (2) Detachable Tarping Spool Assemblies</b> – 30 or 40-foot in length built to support two fully weighted tarps of appropriate width per spool per the technical specifications.	\$
3	<b>Two (2) Fire Retardant Tarps</b> – comprised of at least 6,000 square feet of material each and meets the specifications listed in the technical specification section.	\$
4	<b>Freight and Training Support</b> – to Sandoval County Landfill	\$
<b>Total</b>		<b>\$</b>
<b>Bid Written in Words.</b>		

# **TECHNICAL SPECIFICATIONS FOR AN AUTOMATIC TARPING MACHINE**

1. One – New Automatic Tarping Machine (ATM). Must be a self-contained unit and shall require no wired remote connection to operate.
2. ATM shall easily attach to the push blade of a D6 – D8 sized bulldozer (or equivalent) or an 826 or 836 sized compactor (or equivalent).
3. A wireless remote system must be included with controls that perform all functions of the ATM. The remote shall be weatherproof and impact resistant.
4. The ATM must be powered by a diesel engine capable of powering the machine and contained within the mainframe of the machine. The diesel engine must have an engine shutdown protection system.
5. A LED lighting system must be mounted to and included on the ATM
6. Unit must be capable of deploying at least 12,000 square feet of tarp using a maximum of two spools.
7. ATM must include at least 12,000 square feet of tarp material.
8. ATM must be capable of deploying and retrieving tarps.
9. Tarps must be weighted with cable pockets and / or chains for ballast.
10. Tarps material must be flame and water resistant.
11. ATM must have a manufacturer's warranty submitted with the bid.
12. ATM tarps may be either 30 feet or 40 feet wide.
13. Successful bidder must supply an owner's / operator's manual for the ATM.
14. Successful bidder must provide site personnel with complete maintenance, operation and safety training.
15. The bid price shall include any travel expenses for vendor personnel and any transportation costs for vendor equipment.
16. Equipment shall be delivered FOB to the Sandoval County Landfill, Rio Rancho, New Mexico.



# APPENDIX A

## INVITATION TO BID

Automatic Tarping Machine, Spools and Landfill Tarps  
ITB# FY25-SCPW-01

### ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Invitation to Bid the undersigned agrees that s/he has received a complete copy, beginning with the title page and ending with APPENDIX A.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **August 12, 2024** by 5:00 pm (Mountain Daylight Time). Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Leslie Olivas, Senior Procurement Specialist  
Sandoval County  
1500 Idalia Road Bldg. D, PO Box 40  
Bernalillo, NM 87004  
Fax: 505-404-5873  
E-mail: [ldolivas@sandovalcountynm.gov](mailto:ldolivas@sandovalcountynm.gov)