



City of Santa Fe, New Mexico

Memorandum



DATE: February 8, 2021

TO: Governing Body
Finance Committee
Public Utilities/Public Works Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Shannon Jones, Public Utilities Director

FROM: Shirlene Sitton, Environmental Services Division Director *Shirlene Sitton*
Shirlene Sitton (Jan 4, 2021 16:21 MST)

ITEM AND ISSUE:

Request for the Approval of the Purchase of Two Automated Side Load Collection Vehicles in the Total Amount of \$743,982 for Residential Recycling and Waste Collection Services; Rush Truck Center via the Cooperative Education Services; Shirlene E. Sitton, ESD Division Director, (sesitton@santafenm.gov).

BACKGROUND AND SUMMARY:

Solid Waste collection vehicles have a useful life of seven to ten years. The Environmental Services Division (ESD) has implemented a regular yearly truck replacement schedule, averaging six vehicles per year. Eight trucks were included in the approved budget for FY20. However, due to the pandemic, ESD did not replace any collection units in FY20. ESD requested and was approved funding to purchase two automated side load vehicles (ASL) for residential collections within FY21. This request is for two of the vehicles from the FY20 list. The collection vehicles which are proposed for replacement are:

New Vehicle	Replacement/Addition	Replacement Unit	Purchase Cost
Peterbilt Model 520 CNG Auto Side Loader	Replacement	Asset #29816-a 2009 Autocar ASL	\$371,991
Peterbilt Model 520 CNG Auto Side Loader	Replacement	Asset #54916-a 2014 Autocar manual split body recycling	\$371,991
Total Amount			\$743,982

The 2009 Autocar diesel model has surpassed its useful life and would need extensive work on the suspension to make this truck operational. The 2014 Autocar is a split-body recycling collection truck that is no longer in service since the switch to cart collections. Both are being replaced with CNG vehicles, which is important in meeting our goal of lowering carbon emissions by completing the transition of our fleet to cleaner burning fuel, and utilizing the new CNG slow-fill station completed one year ago. Additionally, replacing the manual collection recycling truck with an ASL helps ensure we have enough recycling trucks to add residential routes to accommodate the large increase in residential participation brought on by the pandemic.

PROCUREMENT METHOD:

The ESD will be utilizing a contract administered by the Cooperative Education Services (CES) with Rush Truck Center. The CES issued a solicitation that Rush Truck center responded to thru RFP 2020-3 IB, Contract #2020-31B-C120 (All Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services).

CONTRACT NUMBER:

Cooperative Education Services Munis vendor number 3553.

FUNDING SOURCE:

The Division budgeted and was approved for these vehicle replacements in FY 21 operating budget.

The funding source is:

Fund Name/Number: Environmental Services Division/510

Munis Org Name/Number: Residential Recycling/5100334 and Residential Collections/5100335 **Munis**

Object Name/Number: Vehicles >1.5 /57100

Alexis Lotero

Alexis Lotero (Jan 6, 2021 17:03 MST)

ACTION REQUESTED:

Environmental Services respectfully requests your review and approval.

Attached Procurement Packet



Albuquerque NM
 6521 Hanover Road NW
 Albuquerque, NM 87121
 606-876-3410

Customer Proposal Letter

CITY OF SANTA FE
 2651 SIRINGO ROAD
 SANTA FE, NM 87505
 (505) 955-2200

Lawrence Garcia, thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

VEHICLE

Make Peterbilt Model 520 Year 2021 Stock Number To Be Determined
 Additional Vehicle and Accessories Description _____ To be delivered on or about _____

	<u>2</u>	<u>Total</u>
Quantity		
Truck Price per Unit	<u>\$365,561.00</u>	<u>\$731,122.00</u>
F.E.T. (Factory & Dealer Paid)	<u>\$0.00</u>	<u>\$0.00</u>
Net Sales Price	<u>\$365,561.00</u>	<u>\$731,122.00</u>
Optional Extended Warranty(ies)	<u>\$6,180.00</u>	<u>\$12,360.00</u>
State Sales Tax		
Documentary Fee	<u>\$250.00</u>	<u>\$500.00</u>
CES CONTRACT # 2020-31B-C120-ALL		
Administration Fee		
Vehicle Inventory Tax		
Additional Taxes		
Tire Recycling Program		
Battery Disposal Fee		
Out of State Vehicle Fee		
Rebate(s)		
Total Sales Price (Including Rebate(s))	<u>\$371,991.00</u>	<u>\$743,982.00</u>
Trade Allowance (see DISCLAIMER Below)		<u>\$0.00</u>

Sales Representative

Carlos Arreola

Purchaser

signature

printed name

signature

printed name

Accepted by Sales Manager or
 General Manager

title

date

signature

printed name

Quote good until 12/31/2020

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Cooperative Educational Services/Rush Truck Center

Procurement Title: All Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services (RFB 2020-31B)

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Public Utilities Staff Name Lawrence Garcia ESD Maintenance Manager

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Lawrence Garcia ESD Maintenance Manager 10/22/2020
Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway
Purchasing Officer (attesting that all information is reviewed) Title Date
Fran Dunaway (Jan 6, 2021 27:07 MST)

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.



Your New Mexico Purchasing Cooperative

Since 1979

Contract Award Letter

July 17, 2020

Kevin Walker
RUSH TRUCK CENTERS OF NEW MEXICO, INC
6521 Hanover Road NW
Albuquerque, NM87121

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:

CES RFP 2020-31B for CES Contract # 2020-31B-C120-ALL - Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to CES RFP 2020-31B solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for four (4) years from the date of this letter, Pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up-to-date, throughout the life of the contract.

Sincerely Yours,

Cooperative Educational Services

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

**ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD**

CES RFP NUMBER: 2020-31B

RFP DESCRIPTION: Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services

CES CONTRACT NUMBER: 2020-31B-C120-ALL

CONTRACT

This contract award is being made by Cooperative Educational Services ("CES"), 4216 Balloon Park Rd. NE, Albuquerque, New Mexico 87109 effective this 7/17/2020, to RUSH TRUCK CENTERS OF NEW MEXICO, INC, with its principal office located at 6521 Hanover Road NW, Albuquerque, NM 87121 pursuant to the above referenced CES conducted Request for Proposal ("RFP"), or Request for Bids ("RFB") procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services and construction services ("Products, Services and/or Construction Services") pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signatories to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned (Contract Holder) has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, (13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.

CONTRACT TERMS

1. The contract term shall be for four (4) calendar years from the effective contract award date 7/17/2020 through 7/16/2024. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities.
2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP, IFB or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.
3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.
4. For transactions which involve CES transmitting purchase orders from a CES Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the CES Member/Participating Entity in accordance with CES Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and CES Member/Participating Entity in the event any dispute arises between them.
5. Contract Holder understand and agree that upon CES' receipt of funds from CES Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by CES Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.
6. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a CES Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder
7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or CES Member/Participating Entity to perform as provided for in the

RFP or RFB documents, any purchase order or other contract between Contract Holder and a CES Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

8. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

9. The Recitals are incorporated herein as contract terms.

Agreed effective the above date:

Cooperative Educational Services

RUSH TRUCK CENTERS OF NEW MEXICO, INC

David Chavez

Kevin Walker

Printed Name

Printed Name

By:



By:

General Manager

Title: Executive Director

Title: _____

**ATTACHMENT A
TO CONTRACT 2020-31B-C120-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD**

SCOPE OF WORK AND SPECIFICATIONS

CES is seeking qualified contractor(s) in the State of New Mexico to provide a variety of Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services for a firm, fixed price as described in solicitation CES RFP 2020-31B, or other pricing methodologies identified herein. The Contractor will furnish and provide any and all documentation, labor, materials and equipment needed to perform and complete the scope of work stated for each individual project requested under CES RFP2020-31B

**Omissions in CES RFP 2020-31B for Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services of any provision therein described shall not be construed as to relieve the vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment, product, materials or services.*

**ATTACHMENT B
TO CONTRACT 2020-31B-C120-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD**

PRICING

A. CES Members and Participating Entities will pay Contractor for Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services rendered at the rates set forth as part of Attachment B and all other pricing documentation approved by CES.

B. **New Technology and Products:** New products or related services announced by the manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other products. Contractors may replace or add product lines to an existing contract, if the line is replacing previous products; is substantially superior to the original products offered; is discounted in a similar or to a greater degree; and if the products meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any new product, service or technology for this contract. CES can reject any approved additions, any new product, service or technology for this contract, without cause.



Rush Truck Center – Albuquerque | 6521 Hanover Road N.W., Albuquerque, New Mexico 87121 | 505-839-3613 | 505-839-367 Fax

RFP # 2020-31B Medium and Heavy-Duty Trucks, Truck Bodies, Accessories, Parts and Services

- **LINE 22 – OPTIONAL EQUIPMENT**
 - Options listed under the base price in the Pricing Matrix are not subject to discounts, but rather actual cost.
- **LINE 27 – TRAINING FOR DRIVERS**
 - This training is free of cost and offered to every CES Member upon purchasing any New/Used Equipment.
- **LINE 28 – TRAINING FOR MAINTENANCE PERSONAL**
 - Rush Truck Centers of NM holds several FREE in-house Technician training events throughout the year. Any CES Member is openly invited to have their technicians attend our events where we also feed them and provide Certifications of the class taken upon completion.
- **LINE 30 – MAINTENANCE SERVICE PLANS**
 - Please reference attachment 'RushCare', as it provides several pricing levels based on the Engine OE and size.
- **LINE 31 – EXTENDED WARRANTY**
 - Extended Warranty listed under the Pricing Matrix(attached) is not subject to any discounts, but rather actual cost.
- **LINE 32 – VEHICLE DELIVERY COST**
 - Rush Truck Centers of NM delivers equipment free of cost, it is a great opportunity for us to also do FREE Driver Training as we have a captive audience upon arriving.
- **LINE 34 – EMERGENCY ROADSIDE SERVICE**
 - Rush Truck Centers of NM does not charge per mile. The hourly rate of \$147.00 includes all mileage cost.
- **LINE 35 – USED VEHICLE PURCHASE OPTIONS – WHOLESALE BLUE BOOK OPTION**
 - Rush Truck Centers of NM will not be offering Wholesale items through this RFP.

Rush Truck Centers of New Mexico, Inc.

Manufacturer: Peterbilt

Model: 337

Non CDL 26K GVW Cab & Chassis

Price per (1) Unit Each

List Price:

\$96,916.00

25.12%

Discounted Price:

\$72,571.00

No FET Included

Below listed options are list cost, apply CES discount for final discounted price. Options below are additional and not included in the above base price. Discount does not apply to Extended Warranty Options.

Truck Options;

Differential Locks

33,000 lb GVW

Larger Cummins PX9 345-hp / 1150-tq w/ Manual 10-SPD Transmission

Allison Automatic Transmission

Longer Wheel Base

C-Brake Engine Brake

Air Dick Brakes Steer Axle

Air Ride Suspension

Battery Disconnect Switch

Aluminum Wheels

10" Cab Extension

Corner Windows

Power/Heated Mirrors

Cab Air Ride

Air Ride Passenger Seat

Metallic Paint

\$975.00

\$1,500.00

\$6,700.00

\$10,600.00

\$1,500.00

\$2,300.00

\$1,100.00

\$1,400.00

\$560.00

\$1,100.00

\$4,600.00

\$520.00

\$550.00

\$800.00

\$250.00

\$900.00

Extended Warranty Base Vehicle;

4 year / 200k Mile Coverage

5 year / 200k Mile Coverage

\$1,800.00

\$2,500.00

Extended Warranty PX9 Engine Coverage;

3 year / 150k Mile Coverage

4 year / 200k Mile Coverage

5 year / 200k Mile Coverage

\$2,600.00

\$3,900.00

\$4,600.00

GB PUD ESD Procurement of two automated side load collection vehicles

Final Audit Report

2021-01-07

Created:	2021-01-05
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnAWHsPNpcWJI8X5ItVW2ZPlhCaqw7mAd

"GB PUD ESD Procurement of two automated side load collection vehicles" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
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Signature Date: 2021-01-07 - 0:03:20 AM GMT - Time Source: server- IP address: 63.232.20.2
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 Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-01-07 - 0:07:24 AM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.
2021-01-07 - 0:07:24 AM GMT