



City of Santa Fe, New Mexico

Memorandum



DATE: October 13, 2020

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 W. Jones, Public Utilities Department Director *SJ*
Shirlene E. Sitton, Environmental Services Division Director *SS*

FROM: Lawrence Garcia, ESD Maintenance Manager *LG*

ITEM AND ISSUE:

Request for the approval of Amendment #1 to Professional Services Agreement Item 18-0282 which includes a name change and a compensation increase in the amount of \$110,000 for the sale of new and re-tread tires and services, through December 30, 2021 with Bill Williams Tire Center for the Environmental Services Division. (Lawrence Garcia, ESD Maintenance Manager, lmgarcia@santafenm.gov, (505) 955-2241)

BACKGROUND AND SUMMARY:

The Environmental Services Division (ESD) is currently utilizing re-tread tires on the rear axles of the refuse and recycling collection vehicles. The cost of the retread tires is approximately two-thirds of the cost of new tires, and by utilizing re-treads we reduce the overall cost of tire replacement.

Within FY/20, ESD purchased tires from two different vendors: Purcell Tire Company, Munis vendor #1818; and Bill Williams Tire Center, Munis vendor #558212. Within FY/20, ESD purchased retread tires in the amount of \$59,439 from Purcell Tire Company; and purchased re-tread tires in the amount of \$40,304 from Bill Williams Tire Center; for a combined total actual yearly expenditure of \$99,743.

Purcell's four-year contract, Munis contract #3200801, expires in September 2020, and the compensation amount has been met.

ESD has an active contract with Bill Williams Tire Center, Munis contract #3200173, for a four-year total amount of \$142,000, expiring on December 30, 2021 (within FY/22). Within FY/21, the Bill Williams contract has a remaining compensation amount of \$40,500, and no remaining compensation for FY/22. ESD is requesting a contractual compensation increase for FY/21 in the amount of \$60,000; and for FY/22 in the amount of \$50,000; for a total contractual compensation increase of \$110,000. This will bring the FY/21 compensation amount to \$100,500, which is very close to the amount spent on re-tread tires in FY/20; and the FY/22 amount to half of year's expected expenditure. These changes bring the total four-year contractual compensation amount with Bill Williams Tire Center to \$252,000 specified in Amendment #1.

PROCUREMENT METHOD:

On August 28, 2017, ESD requested multiple award RFB 18/2/B, for Supplies, Parts, Towing and Services. The City of Santa Fe entered into the Professional Services Agreement, Item number 18-0287, Munis contract #3200173, for the sale of new and re-tread tires, including services. The contract was approved on February 28, 2018.

CONTRACT NUMBER:

The FY21/22 Munis contract number is 3200173.

FUNDING SOURCE:

Funding is available in the FY/21 budget for the requested change.

The funding source is the ESD Operating Budget/Fund 510

- Commercial Collections / 5100332
- Recycling Collections/5100334
- Residential Collections/5100335

Object 530900 (Tires)

ACTION REQUESTED:

Public Utilities Department/Environmental Services Division respectfully requests your review and approval.

Attachments: Professional Service Agreement Item 18-0287
Amendment #1 (Approved as to form)
Name change notification dated 4/28/2020
City of Santa Fe Business Registration
Current Certificate of insurance
Executed procurement checklist
Summary of Contract

**CITY OF SANTA FE
AMENDMENT No.1 TO
PROFESSIONAL SERVICE AGREEMENT
ITEM #18-0287**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICE AGREEMENT, dated February 28, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Broadway Motors dba Bill Williams Tire Center (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. On April, 28, 2020 Bill Williams Tire Center provided notification of a change of ownership based on an Acquisition, the new owner will be Broadway Motors, dba Bill Williams Tire Center.

B. Under the terms of the Agreement, Contractor has agreed to provide the supplies, tires or service on heavy equipment, heavy trucks, light automotive and light trucks, all pricing is marked as Exhibit "A-1" and incorporated herein.

1. NAME CHANGE

The Contractor, Bill Williams Tire Center, is now known as Broadway Motors dba Bill Williams Tire Center.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred ten thousand dollars (\$110,000) so that Article 3, paragraph A reads in its

entirety as follows:

A. The City shall pay the Contractor in full payment for services rendered, a total amount of two hundred fifty two thousand dollars (\$252,000) plus applicable gross receipts taxes for the sale of new and retread tires as described in Exhibit "A-1" attached hereto and incorporated herein. It is understood that no guarantee or warranty is made or implied by the City, his/her designee or the user that any order for any definite quantity will be issued under this Professional Service Agreement. The Contractor is required to accept the order and furnish the items in accordance with Exhibit "A-1" attached and incorporated herein.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR:
Broadway Motors dba Bill Williams Tire
Center

BRIAN B. LATIMORE, MANAGER

DATE: 9/18/2024
CRS #02-058683-00-3

Registration # 227022

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Sep 17, 2020 16:44 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Commercial Collections 5100332

Recycling Collections 5100334

Residential Collections 5100335

Object 530900 (Tires)

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AL

Exhibit A-1

Consist of Three Pages

And 62 Supplemental Pages Including:

1. New Tires and Retread Tires
2. Continental Tire the Americas LLC.
State of new Mexico Contract Number
90_000_19_00049AC
3. Bridgestone and Firestone:
State of New Mexico per Contract
90_000_19_00049AB

NEW TIRES

STEERS

11R22.5	General RA	\$	295.00
11R22.5	Route Control S	\$	345.00
315/80R22.5	Roadmaster RM230	\$	485.00
315/80R22.5	BFG ST230	\$	468.00
315/80R22.5	Michelin XZUS2	\$	656.00

RETREAD TIRES

11R22.5	Waste Hauler Lug	\$	165.00
11R24.5	Waste Hauler Lug	\$	185.00
315/80R22.5	Waste Hauler Lug	\$	215.00
315/80R22.5	Waste Hauler Rib	\$	205.00

11R22.5	Casing	\$	75.00
11R24.5	Casing	\$	75.00
315/80R22.5	Casing	\$	85.00

Section Repair	Section	\$	35.00
Bead Repair	No Charge	N/C	
Nail Repair	No Charge	N/C	



GSD/PD (Rev. 3/17/14)

**State of New Mexico
General Services Department**

Statewide Price Agreement

Awarded Vendor
0000063330
Continental Tire The Americas LLC
1830 MacMilan Park Drive
Fort Mill, SC 29707

Telephone No. (704) 587-6589

Price Agreement Number: 90-000-19-00049AC

Payment Terms: See Contract

F.O.B.: See Contract

Delivery: See Contract

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local
public bodies allowed by law.

Procurement Specialist: Vanessa LeBlanc

Telephone No.: (505) 827-0266

Email: Vanessa.LeBlanc@state.nm.us

Invoice:
As Requested

Title: Tires, Tubes and Services

Term: August 16, 2019 through March 31, 2024

This Price Agreement is made subject to the "terms and conditions" shown on the attached Participating Addendum

Also add Approved Dealer and attached Dealer Agreement to the Statewide Price Agreement:
000116027

Broadway Motors DBA Bill Williams Tire
4300 Rankin Lane NE
Albuquerque, NM 87106
(505) 345-7242



Bridgestone Americas Tire Operations, LLC
200 4th Ave S
Nashville, TN 37201

March 31, 2020

RE: State of New Mexico

This memo serves as your approval to sell Bridgestone and Firestone tires per the following to agencies within **State of New Mexico** as per **contract NASPO_MA_19102_90_000_19_00049AB** effective **4/1/2020 – 3/31/2021**. This approval applies only to the Bridgestone and Firestone products that you are authorized to purchase. Products are subject to availability and may be introduced or discontinued at any time without prior notice.

REQUIREMENTS

State of New Mexico requires that all dealers complete the following forms in order to sell:

- Dealer Agreement Required
 - These can be found on www.batogovtires.com under contract documents.
- Purchase Order
 - Purchase Orders sent from State Agency to Dealer

BILLING

Billing to be completed by Dealer at the time of delivery on Dealer books, processed using **price book 7026**.

- Credit and commission will be issued after submission (DR, TST, BFEntirenet)
- Must be submitted within 30 days
- Any questions or claims should be submitted to billingservices@bfusa.com

PRICING

- Contract pricing is available at www.batogovtires.com
- Tires and tire related services have been negotiated on the contract
- Any services listed as "LPA" and any service not listed will be billed as applies.
- Bridgestone and Firestone brand tires must be purchased to complete billing
- Only Bridgestone and Firestone tires apply to this program-no minor brand

Gregg Trooper
Manager - Government, Military Sales & Operations
Consumer Tire Division
Bridgestone Americas, Inc.



4/28/2020

To who it may concern:

Bill Williams Tire Center is a DBA of Broadway Motor Company. Our legal business is as follows:

Broadway Motors
DBA Bill Williams Tire
4300 Rankin Lane NE
Albuquerque, NM 87107
(505) 345-7242
www.billwilliamstire.com

If you have any questions or need clarification please contact our offices.

Thanks for the opportunity.

Brian Latimore
Bill Williams Tire Center
Regional Manager
(505) 975-9751






2020 09 17 Amendment#1 Broadway dba BIII Williams

Final Audit Report

2020-09-17

Created:	2020-09-17
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAvd1caq8q8wCFy3b5h0cXXWW6HYM0gC6

"2020 09 17 Amendment#1 Broadway dba BIII Williams" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-09-17 - 10:39:53 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-09-17 - 10:40:15 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-09-17 - 10:44:10 PM GMT- IP address: 174.56.49.116
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-09-17 - 10:44:23 PM GMT - Time Source: server- IP address: 174.56.49.116
-  Agreement completed.
2020-09-17 - 10:44:23 PM GMT



City of Santa Fe

Treasury Department

200 Lincoln Ave.

Santa Fe, New Mexico 87504-0909

505-955-6551

BUSINESS REGISTRATION

Business Name: BILL WILLIAMS TIRE CENTER

DBA: BILL WILLIAMS TIRE CENTER

Business Location: SF COUNTY

SANTA FE, NM 87501

Owner: BRIAN LATIMORE

License Number: 227022

Issued Date: March 27, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

BILL WILLIAMS TIRE CENTER
PO BOX 1772
MIDLAND, TX 79702

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Capstone Strategies LLC 1002 W. Wall Street Midland TX 79701		CONTACT NAME: Susan Sandel PHONE (A/C, No, Ext): (432) 620-8883 FAX (A/C, No): (888) 765-1312 E-MAIL ADDRESS: ssandel@capstonelp.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Federated Mutual Insurance Company	
		INSURER B: Texas Mutual Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20-21 Master Cert **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			9272554	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$				
			PERSONAL & ADV INJURY \$ 1,000,000				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			9272554	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			9272556	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 6,000,000
			AGGREGATE \$ 6,000,000				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0001139639	03/01/2020	03/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
A	Garage Keepers			9272554	03/01/2020	03/01/2021	Limit \$900,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket waiver of subrogation on General Liability, Auto Liability, and Work Comp policies as required by written contract with respect to work performed by the named insured (s). Blanket additional insured on General Liability and Auto Liability policies as required by written contract with respect to work performed by the named insured (s).

CERTIFICATE HOLDER City of Santa Fe 200 Lincoln Ave Santa Fe NM 87501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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City of Santa Fe

Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☒

2 Name of Contractor Broadway Motor Company dba Bill Williams Tire Center

3 Complete information requested

☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$142,000.00

Termination Date: December 30, 2021

☒ Approved by Council Date: February 28, 2018

☐ or by City Manager Date: _____

Contract is for: Retread Tires, Including supplies, tires or Services repair or replace

Amendment # 1 to the Original Contract# 18-0287

Increase/(Decrease) Amount \$ \$110.00

Extend Termination Date to: December 30, 2021

☒ Approved by Council TBD

☐ or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☒ Inclusive of GRT

Amount \$ 142,000.00 of original Contract# 18-0287 Termination Date: 12/30/2021

Reason: _____

Amount \$ 110,000.00 amendment # 1 Termination Date: 12/30/2021

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$252,000.00



City of Santa Fe Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other RFB 18/2/B _____ Date: 8/29/2017

6 Procurement History: Third year of a four year contract

example: (First year of 4 year contract)

Fran Dunaway 9/23/20
Fran Dunaway (Sep 23, 2020 11:45 MDT)

Purchasing Officer Review

Comments or Exceptions: 3 year of a 4 year contract issued from an RFP

7 Funding Source: 5100332, 5100334, and 5100335 **BU/Line Item:** 530900 Tires

Alexis Lotero
Alexis Lotero (Sep 23, 2020 09:17 MDT)

Budget Officer Approval

Comments or Exceptions: Per Lawrence Garcia: The increase was for 60k in F/Y21 and 50k in F/Y22.

8 Any out-of-the ordinary or unusual issues or concerns:

None

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Lawrence Garcia, ESD Maintenance Manager

Phone # 505-955-2241

10 Certificate of Insurance attached. (if original Contract) ☒

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # 18-0287

Date of contract Executed (i.e., signed by all parties): #

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE RFB PROCUREMENT CHECKLIST

Contractor Name: Bill Williams Tire Center

Procurement Title: Supplies, Parts or Services

Solicitation RFB#: 18-2-B

Department Requesting/Staff Member 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"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bid Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Lawrence Garcia, ESD Maintenance Manager

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included



Fran Dunaway (Sep 22 2020 11:45 MDT)

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final Bid Document
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final RFQ
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All addendums
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plan holders list
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all RFQ submittals
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all bid submittals
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bid Tab

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Oral presentations (sign-in sheets, presentation materials, etc.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reference Reviews/Reference Check Questionnaires
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Individual evaluations included for each RFP.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Pricing evaluation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final overall evaluation matrix or summary of evaluator scores
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

AWARD*

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fully executed Memo to Committees from the Department with recommendation of award
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Winning bid (this is a copy that has all confidential/proprietary information excluded)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contract Award Notice
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Email or notification sent to all Bidders/Offerors that award was made
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Waiver or "No Action Taken" from Procurement Office
<input type="checkbox"/>	<input checked="" type="checkbox"/>	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

DISCLOSURES*

YES N/A

Contractor Disclosures & Conflicts of Interest		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s))
Contractor –Conflicts of Interest		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conflict of Interest Form signed by all parties
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Procurement Office regarding the potential conflict
Subcontractor Disclosures		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Disclosures & Conflicts of Interest form of Subcontractor(s)
Subcontractor –Conflicts of Interest		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officer Letter or email to designated individual regarding potential conflict
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conflict of Interest form signed by all parties
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Legal Office regarding the potential conflict
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

CONTRACT*

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of Executed Contract
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copy of all documentation presented to the Committees
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Finalized Council Committee Minutes
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

MISCELLANEOUS FILE*

YES N/A

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Local Preference Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	New Mexico Residence Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Veterans Exemption

*

☐ ☒ Other: _____

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

PROTEST (If applicable)*

YES N/A

- | | | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation from protester filed with the Purchasing Office |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Department to Purchasing Office Providing response to protest |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Purchasing Officer to protester and Department on final outcome |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES N/A

- | | | |
|--------------------------|-------------------------------------|------------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Original bid(s) with no redactions |
|--------------------------|-------------------------------------|------------------------------------|

Lawrence Garcia, ESD Maintenance Manager

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Bill Williams Tire Center (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following:

A. Provide supplies, tires or services to repair or replace tires on heavy equipment, heavy trucks, light automotive and light trucks as requested. All pricing is marked as Exhibit "A" and incorporated as part of this agreement.

B. Contractor shall provide services on brands/types of equipment and trucks they service including supplies, tires or services described in Exhibit "A" attached hereto and incorporated herein.

C. Tires and supplies must be new and conform to the original manufacturer's specifications, unless otherwise approved by the user. Any tires removed are the property of the City and shall be returned after each service or upon user request.

D. All invoices shall have the following referenced within the invoice including but not limited to; unit number, Make/Model, vehicle millage and hours. Labor hours, total cost of labor, tires/supplies with description and cost. All service cost must be included within the pricing and marked as Exhibit "A" and incorporated as part of this agreement.

E. All tires and supplies shall have a Manufacturer's standard warranty

or Manufacturer's standard warranty on services, including travel cost associated therewith on a service call backs.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience, and knowledge necessary to perform the services described under this Agreement.

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum of one hundred forty two thousand dollars (\$142,000) plus applicable gross receipts taxes as described in Exhibit "A" attached hereto and incorporated herein. It is understood that no guarantee or warranty is made or implied by the City, his/her designee or the user that any order for any definite quantity will be issued under this Professional Service Agreement. The Contractor is required to accept the order and furnish the items in accordance with Exhibit "A" attached and incorporated herein

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

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on December 30, 2021 unless terminated sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice to either the Contractor or the City.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

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

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

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

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The 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 covering bodily injury and property damage liability, in a form

and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. 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 City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The 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 City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. 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 City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the

laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. 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 services by Contractor hereunder, 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.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or

any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Lawrence Garcia
Environmental Services Division
1142 Siler Road
Santa Fe, NM 87507

Contractor:
Bill Williams Tire Center
Brian B. Latimore
4300 Rankin Ln. NE
Albuquerque, NM 87107

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

CITY OF SANTA FE:

CONTRACTOR:

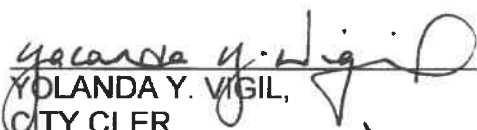

JAVIER M. GONZALES, MAYOR

see attached
BRIAN B. LATIMORE MANAGER

DATE: 2/28/18

DATE: _____
CRS# 02-058683-00-3
City of Santa Fe Business
Registration # 17-00132772

ATTEST:


YOLANDA Y. VIGIL,
CITY CLERK
CC mtg 2/28/18

any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

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Brian B. Latimore
4300 Rankin Ln. NE
Albuquerque, NM 87107

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

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: _____

ATTEST.

YOLANDA Y. VIGIL,
CITY CLERK

CONTRACTOR:



BRIAN B. LATIMORE, MANAGER

DATE: 3/20/18
CRS# 02-058683-00-3
City of Santa Fe Business
Registration # 17-00132772

APPROVED AS TO FORM:

 11/21
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 1/4/18
ADAM K. JOHNSON, FINANCE DIRECTOR

Business Units 52251, 52254, 52255, 52262, 52265, 52455 and 12117
Line Items 530900 and 520400

Signature: Lawrence Garcia
Lawrence Garcia (Sep 21, 2020 15:31 MDT)
Email: lmgarcia@santafenm.gov

Signature: Shirlene Sitton
Shirlene Sitton (Sep 21, 2020 15:54 MDT)
Email: sesitton@santafenm.gov

Signature: 
Shannon Jones (Sep 21, 2020 15:59 MDT)
Email: swjones@santafenm.gov












Bill Williams Tire Center_

Final Audit Report

2020-09-21

Created:	2020-09-21
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMjLAGHLTUJu6Wl6Xa76A0QBEXBlguj3s

"Bill Williams Tire Center_" History

-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2020-09-21 - 8:37:06 PM GMT- IP address: 63.232.20.2
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2020-09-21 - 8:37:50 PM GMT
-  Email viewed by Lawrence Garcia (lmgarcia@santafenm.gov)
2020-09-21 - 9:28:48 PM GMT- IP address: 104.47.64.254
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2020-09-21 - 9:31:14 PM GMT
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Signature Date: 2020-09-21 - 9:54:12 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
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2020-09-21 - 9:58:53 PM GMT- IP address: 174.28.177.26
-  Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2020-09-21 - 9:59:35 PM GMT - Time Source: server- IP address: 174.28.177.26
-  Agreement completed.
2020-09-21 - 9:59:35 PM GMT