

**BID DOCUMENTS
FOR**

**IFB 20-UT-031
Water and Wastewater Treatment Chemicals
CITY OF RIO RANCHO, NEW MEXICO**



June 2020

PREPARED BY:
City of Rio Rancho
Department of Finance/Purchasing Division
3200 Civic Center Circle, NE
Rio Rancho, New Mexico 87144
Telephone: (505) 896-8765

Table of Contents

- **BID SPECIFIC REQUIREMENTS**..... 1
- **ACKNOWLEDGEMENT FORM** 3
- **INSTRUCTIONS TO BIDDERS** 4
- **CITY OF RIO RANCHO** 13
- **GENERAL REQUIREMENTS AND SPECIFICATIONS** 19
- **BID PROPOSAL**.....**Error! Bookmark not defined.**
- **TERMS AND CONDITIONS**..... 19
- **LOCAL/AREA/RESIDENT/RESIDENT VETERAN/RECYCLED CONTENT
GOODS PREFERENCE CERTIFICATION FORM**..... 27
- **RESIDENT VETERANS PREFERENCE CERTIFICATION** 30



BID SPECIFIC REQUIREMENTS
IFB 20-UT-031
Water and Wastewater Treatment Chemicals

THE REQUIREMENTS MARKED WITH A BELOW APPLY TO THIS BID. FAILURE TO COMPLY WITH THE STATED REQUIREMENTS MAY RESULT IN IMMEDIATE DISQUALIFICATION.

- Bids must be sealed, addressed and delivered to the City of Rio Rancho, Office of the City Clerk, City Hall, 3200 Civic Center Circle NE, Room #150, Rio Rancho, NM 87144. Bids must be clearly marked on the outside of the envelope with the name addressed of your firm, Invitation for Bid number, and the date and time of the opening.
- The bid must be signed by an authorized representative.
- Please acknowledge receipt of Addenda (if any) by initialing next to the number of each Addendum received.
- Liability Insurance: The successful Bidder shall obtain and maintain during the life of any Contract resulting from this IFB a comprehensive general liability insurance policy and automobile liability coverage with liability limits in amounts not less than One Million dollars (\$1,000,000.00) per claim of liability for bodily injury, including death, and property damage in any one occurrence. If required coverages are provided by separate policies, each policy shall have the liability limits required above. Such policy(ies) shall include coverage for all of Contractor's operations performed for the City, coverage for the use of all owned, non-owned and hired automobiles, vehicles and other equipment, both on- and off-site, and contractual liability coverage that specifically insures the Contractor for any liability arising from its indemnification obligations under the Contract resulting from this IFB. Prior to commencing any work under the Contract, the Contractor shall provide the City's Purchasing Office one or more certificates of insurance demonstrating the Contractor's fulfillment of the foregoing insurance requirements. The Contractor shall require the same insurance coverages and endorsements from each subcontractor engaged by the Contractor to fulfill any of its obligations under the Contract resulting from this IFB. The City shall be named an additional insured in each such policy maintained in satisfaction of the foregoing requirements.
- A Mandatory Pre-Bid Conference will not be held.
- Pricing for All Bid Items Required: Bidder shall provide pricing for all items included on the bid proposal form. Failure of the Bidder to provide pricing for any and all items on the

bid proposal form may cause a bid to be considered non-responsive. It is the City's intent to award to the Responsive and Responsible Bidder offering the lowest extended total price for all items / services. If a contract resulting from this IFB shall be a "List Price plus Discount" contract, as defined by the City's Procurement Code. Cost plus Percentage Cost contracts are prohibited by the City's Procurement Code, and no bid shall be accepted where such Cost plus Percentage Cost offers are proposed. Bidder(s) shall provide a less percentage discount off the published catalog/price list maintained at the time of receipt of bids for each section identified in the Bid Form or as requested by the City.

- Price List or Catalog: Before a Purchase Order is issued, the successful Bidder shall be required to submit a copy of the price list or catalog referred to in the successful offer. The price list shall become effective when it is received and accepted by the Purchasing Office. Failure to submit a price list by the required date specified in this request may cause a bid to be considered non-responsive.
- Additional Work Rates: The Bidder shall provide an hourly rate and a material cost in addition to the lump sum offer to be used solely for computing the costs of any additional work required and approved by the City.
- Manufacturer's Information: Any offer made in response to this IFB must include the manufacturer's make and model number (as applicable) of each item and literature clearly describing the item. Failure to provide this information may result in rejection of the offer.
- Bid Bond: Each offer must be accompanied by a bid bond, issued by a surety duly authorized to conduct business in the State of New Mexico and acceptable to the City in the amount of five percent (5%) of the total bid price, as a guaranty that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with this IFB and, if required by this IFB, will furnish good and sufficient bond for the faithful performance of the Contract and for the payment of all labor and materials. The Bidder must be named as principal on the bond. No third party bid bonds will be accepted. Certified checks, personal checks, cash or other substitutes will not be accepted in lieu of a bid bond.
- Local Area Maintenance: No offer will be considered unless adequate maintenance is available in the Albuquerque Metro Area.
- Prequalification Requirement: Bidders must be prequalified through the City's Purchasing Division in order to qualify to submit for this IFB.

Bid Schedule:

Legal Advertisement: 6/21/2020

Question Submission Deadline: 7/6/2020 by 5:00 pm MST

Addenda Release Deadline: 7/9/2020

Emailed Bid Submission Deadline: 7/16/20 at 2:00 PM MST

Mailed Bid Submission Deadline: 7/22/20 if mailed submission isn't received bid will be deemed non-responsive.

ACKNOWLEDGEMENT FORM

Please complete this form and return it to the City of Rio Rancho Financial Services Department. Form may be faxed, emailed or mailed to the City contact listed below. Failure to return this form will not exclude a firm from submitting a bid; however, only those prospective Bidders who elect to return this form completed with the indicated intention of submitting a bid will receive addenda, if issued, or other additional information pertaining to this bid.

COMPANY: _____

REPRESENTED BY: _____

TITLE: _____

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

If you require additional information regarding this bid, or the Procurement process, please contact:

City of Rio Rancho
Department of Finance Services, Purchasing Division
Attention: Beverly Gutierrez, Purchasing Technician
3200 Civic Center Circle NE, STE 300
Rio Rancho, NM 87144
(505) 896-8765
bgutierrez@rrnm.gov

INSTRUCTIONS TO BIDDERS

DEFINITIONS: As used in this IFB and in the City of Rio Rancho Procurement Code, the following definitions apply:

- A. AGREEMENT means any contract between the City and Contractor pertaining to price, terms, and conditions for the Procurement of items of tangible personal property, services or construction services as described in and awarded as a result of this Invitation for Bids.
- B. AREA BUSINESS means a Resident Business or Resident Contractor which:
 - (1) Is authorized to do and is doing business under the laws of the State of New Mexico;
 - (2) Possesses a current City business registration;
 - (3) Maintains a bona fide place of business within the corporate limits of the City, and agrees to conduct its activities pursuant to the Contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
 - (4) Agrees to furnish evidence, in a form suitable to the City, of its payment of New Mexico Gross Receipts Tax.
- C. Bidder means a business that submits a bid in response to this Invitation for Bids.
- D. Central Purchasing Office or Purchasing Office means the Purchasing Division of the City's Department of Financial Services.
- E. City means the City of Rio Rancho, a political subdivision of the State of New Mexico.
- F. Contract means any agreement between the City and Contractor as to price, terms, and conditions for the Procurement of items of tangible personal property, services or construction services as described in and awarded as a result of this Invitation for Bids.
- G. Contractor means a Bidder who has been awarded a Contract.
- H. Invitation for Bids or IFB means this Invitation for Bids, which includes all exhibits, schedules and other attachments referred to herein.
- I. Local Business LOCAL BUSINESS means a Resident Business or Resident Contractor which:
 - (1) Is authorized to do and is doing business under the laws of the State of New Mexico;
 - (2) Possesses a current City business registration;
 - (3) Maintains its principal place of business within the corporate limits of the City; and
 - (4) Agrees to furnish evidence, in a form suitable to the City, of its payment of New Mexico Gross Receipts Tax.
- J. Notice of Invitation for Bids means the notice regarding this Invitation for Bids, containing a brief description of the items of tangible personal property, services or construction to be procured, the location where this Invitation for Bids can be obtained, where bids are to be received, the cost, if any, for copies of plans and specifications, the date and place of the bid opening, and other information the Procurement Officer deems necessary.
- K. Procurement means the purchasing, renting, leasing, lease purchasing or otherwise acquiring items of tangible personal property, services or construction, and all aspects of such Procurement, including

but not limited to preparation of specifications, solicitation of sources, qualification or disqualification of Bidders, preparation and award of Contract, and Contract administration.

- L. Procurement Officer means the City Manager or other person authorized by the City Manager to oversee the administration of the Procurement process.
- M. Purchase Order means the document issued by the Central Purchasing Office, which directs a Contractor to deliver items of tangible personal property, services or construction pursuant to an existing Contract, and creates an encumbrance of funds necessary for payment.
- N. RECYCLED CONTENT GOODS has the meaning set forth in NMSA 1978 § 13-1-21(A)(6), as amended from time to time.
- O. Resident Business: has the meaning set forth in NMSA 1978 § 13-1-21(A)(5), as amended from time to time.
- P. Resident Contractor: has the meaning set forth in NMSA 1978 § 13-4-2(A)(5), as amended from time to time.
- Q. Resident Veteran Business: has the meaning set forth in NMSA 1978 § 13-1-22(A)(7), as amended from time to time.
- R. Resident Veteran Contractor: has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.
- S. Responsible Bidder means a business that submits a Responsive bid and which has furnished, when required, information sufficient to prove that the Bidder's financial resources, production or service facilities, integrity, personnel, service reputation and experience are adequate to satisfactorily deliver the items of tangible personal property described in this Invitation for Bids.
- T. Responsive bid means a bid which conforms in all material respects to the requirements set forth in this Invitation for Bids and the drawings, specifications and other documents designated herein. Material respects of a bid include, but are not limited to, price, quality, quantity or delivery requirements.
- U. STATUTORY PREFERENCE means the five percent (5%) preference for Resident Businesses, Resident Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.
- V. QUALIFYING COMPANY means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

PREPARATION OF BIDS:

- A. Submission: All bids must be submitted on the Bid Proposal Form attached. Failure to do so may disqualify your bid. It is the responsibility of the Bidder to submit sufficient additional information to allow for a thorough evaluation of the bid submitted.
- B. Preparation method: All information required in this IFB must be typewritten or handwritten in ink and must be legible. Erasures or other changes must be initialed by the person signing the bid. Each bid must be signed on the appropriate pages by an individual authorized to bind the Bidder submitting

the bid. In the event that a bid or Contract is signed by an agent, the City reserves the right to require evidence of the agent's authority.

- C. Unit Prices: The unit price for each item offered shall be shown unless otherwise specified. In the case of a discrepancy between the unit price and the extended price, the unit price shall govern in determining the price used for evaluation.
- D. Estimated Quantities: The quantities shown on the bid are estimated quantities only. The City of Rio Rancho reserves the right to purchase more than or less than the quantities shown. In any event, the unit bid prices shall govern for the duration of the Contract. Any and all price increases for items specified under the bid shall be mutually agree upon via a Contract modification and shall become effective upon written approval of the City's Procurement Officer, or his designee.
- E. Delivery Time: Delivery time stated in the specifications shall apply. Deviations by the Bidder shall be stated as an exception taken to this IFB as part of their response to this IFB. Time, if stated in number of days, will be consecutive calendar days.
- F. Delivery, Unpacking, Assembly and Placement: Any offer in response to this IFB must include delivery, unpacking, assembly and placement of items as specified in this IFB. All costs associated with delivery, unpacking, assembly and placement must be included as a part of the unit price bid for each item.
- G. Freight Policy: Freight will be F.O.B. Destination (as indicated on the Request Form), Freight Prepaid, unless otherwise specified in this IFB.
- H. Taxes: The City of Rio Rancho is exempt from payment of New Mexico Gross Receipt Taxes (NMGRT) on materials purchased, but is subject to such tax on services, including construction services as defined in NMSA 1978 § 7-9-3.M. A Bidder shall include any applicable NMGRT in its bid price, unless specified otherwise in this IFB, and bids will be construed in that manner. Determination of whether NMGRT is due and payment of the tax is the responsibility of the Bidder. Applicable taxes are to be listed separately and included in each invoice due and may not be billed more than sixty (60) days after providing the services to which the taxes apply.
- I. New Material, Etc.: All materials, supplies, equipment, and vehicles specified in this IFB shall be new, the latest in production and manufactured within the last twelve (12) months (computed from the date and time of bid opening), unless otherwise indicated. This does not apply to materials, supplies, equipment or vehicles used by the Contractor to provide the required item(s) of tangible personal property.
- J. Warranty: Materials furnished by the successful Bidder shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials. The Bidder agrees that item(s) of tangible personal property furnished under any Contract resulting from this IFB shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such item(s). Further, the Bidder agrees that the rights and remedies provided in such warranties will extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this IFB. The Bidder agrees not to disclaim any warranties of fitness for a particular purpose or of merchantability. Warranties shall become effective at the time of acceptance of the goods furnished.

- K. Equivalent Bids: Where a product is characteristic of a sole manufacturer, or where a brand name is indicated in the specifications, it shall be defined to mean “minimum acceptable level” or “minimum quality required” unless the specifications state that no substitutions or equivalents will be allowed. If the Bidder bids an item other than the one specified, which the Bidder considers comparable, the manufacturer's name and model number of that item must be specified in the bid and sufficient performance and descriptive data provided to permit a thorough evaluation. Failure to provide the appropriate information may result in disqualification of the bid.
- L. Exceptions to Specifications: Specifications of items or components included in a bid shall be equal to or better than the standards set by the technical specifications made a part of this IFB, and all exceptions to these specifications shall be so listed on a separate sheet titled, “EXCEPTIONS TO THE SPECIFICATIONS.” Any bid **submitted** without exceptions will be required to meet every detail of the City’s technical specifications regardless of cost to the Bidder.
- M. Licenses and Certifications: The Bidder must provide proof, in a manner acceptable and within the time period specified by the Purchasing Office, but prior to award, unless otherwise specified in this IFB, that they are licensed and certified by the appropriate agencies as required by law to provide the goods specified in this IFB.

ETHICAL CONDUCT:

By submitting a bid in response to this IFB, each Bidder certifies that:

- A. It has not offered, given or agreed to give to any City employee or former employee, a gratuity or offer of employment to influence the preparation of or recommendation of award of this IFB;
 - B. It has not retained a person to solicit or secure a City Contract for a contingent fee;
 - C. It has not taken any action in restraint of free competitive bidding in connection with this IFB;
 - D. It has not in any way violated the ethical conduct or other provisions of the City's Procurement Code;
 - E. It currently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance of any Contract resulting from this IFB; and
 - F. The accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under state or federal law.
- G. The City of Rio Rancho Procurement Code, Section 36.37, paragraph B, notes that New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

REQUESTS FOR EXPLANATIONS BY BIDDERS:

- A. Requests for Explanation: Any explanation desired by the Bidder regarding the meaning or interpretation of specifications or any part of this IFB must be requested in writing and received in the Purchasing Office not less than ten (10) calendar days prior to the scheduled bid opening. This IFB is issued on behalf of the City of Rio Rancho by the Purchasing Office, which is **THE SOLE POINT OF CONTACT DURING THE PROCUREMENT PROCESS**. Communications initiated by

Bidders with members of the Governing Body or City Personnel other than as coordinated by Purchasing Office Staff, shall be grounds for Bidder Disqualification. Any inquiries or requests during the Procurement process shall be submitted in writing to the following point of contact:

City of Rio Rancho
 Department of Finance Services, Purchasing Division
 Attention: Beverly Gutierrez, Purchasing Technician
 3200 Civic Center Circle NE, STE 300
 Rio Rancho, NM 87144
 (505) 896-8765
 bgutierrez@rrnm.gov

- B. Responses to Requests: Oral explanations or instructions given prior to the opening of the offer shall not be binding. All official explanations must be issued in writing by the Purchasing Office.

CLARIFICATION OF BIDS:

The City may, in the evaluation of bids, request clarification from Bidders regarding their bids, or additional material or literature, and pursue other avenues of research, as the City deems necessary to insure that a thorough evaluation is conducted.

SUBMISSION OF BIDS:

- A. Time: Bids not received by the time and date indicated in this IFB will not be accepted.
- B. Emailed Bid Submission: Due to the current health concerns and the changing environment in respect to COVID-19 the City is requesting all bid submissions be submitted as follows:
- Bids must be submitted via email to Beverly Gutierrez, bgutierrez@rrnm.gov on June 25, 2020 no later than 10:00 AM MST.
 - The City will conduct the public bid opening and streamed via GoToMeeting. Please visit the City's website for the link to join the virtual meeting.
- C. Hand Delivered: Bids may not be hand delivered to the City at this time.
- D. Mailed: Bidders must **also** submit their original bid in a sealed envelope or container via USPS or other mailing service no later than July 1, 2020 to Office of the City Clerk, Attn: Beverly Gutierrez, 3200 Civic Center Circle NE, Room #150, Rio Rancho, NM 87144, and will be considered submitted when actually received and time stamped. The City shall not be responsible for bids that are mailed and not received by the date and time specified in this IFB.
- E. No Other Methods of Delivery: No means of delivery of bids other than those specified above, including telephone, e-mail, or facsimile, will be accepted.
- F. Public Inspection: Each bid shall be open to public inspection, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential. Material so designated shall accompany the bid and each page shall be clearly marked and readily separable from the bid in order to facilitate public inspection of the non-confidential portions of the bid. Prices and makes and models or catalog numbers of items offered, deliveries and term of payment shall be publicly available at the time of the opening of the bids, regardless of any designation to the contrary. The City shall endeavor

to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of bids. Bidders are cautioned, however, that materials designated confidential may nevertheless be subject to disclosure to any New Mexico citizen under the Inspection of Public Records Act (NMSA 1978 §§ 14-2-1 through 14-2-12).

- G. Delays or Closings of City Offices: In the event that City Hall is officially on a delayed opening for any reason (for example, inclement weather) and City Hall is not open at least two (2) hours prior to bid opening, the deadline for bid and proposal submissions will be delayed for exactly the amount of time indicated in the official City announcement. For example, if City Hall is on a two (2) hour delay, deadline for receipt of bids and proposals due prior to 12:00 p.m. will be delayed by two (2) hours and bids due after 12:00 p.m. will be due at their regularly scheduled time. Also, if City Hall is officially closed for any reason (such as inclement weather) for all or part of the day that submission of bids is due (other than an official, announced delayed opening), bids will be due at the same time on the following business day. Any delayed opening or closing of City Hall will be announced on the City's website: <http://www.rnm.gov>.

WITHDRAWAL OF BIDS:

A bid may be withdrawn in person at any time BEFORE the scheduled opening of bids, provided a receipt for the withdrawn offer is signed by the Bidder or the Bidder's authorized representative. The City reserves the right to request proof of authorization to withdraw a bid.

OPENING OF BIDS:

Bids will be opened by the Purchasing Division at the time and place specified in this IFB. Openings are open to the public. All Bidders are encouraged to attend.

DISQUALIFICATION OF BIDS:

The City reserves the right to reject a bid for any one or more of the following reasons:

- A. The City determines a bid to be non-responsive in any manner to the requirements of this IFB.
- B. In the past the Bidder has failed to comply with previous contractual commitments, bids, proposals, or offers to the City.
- C. In the opinion of the City, the Bidder is not capable of providing the offered items of tangible personal property, services or construction as offered or required by this IFB or is otherwise not a Responsible Bidder.
- D. The Bidder has not provided sufficient or detailed information to allow for the evaluation of the bid.
- E. In the opinion of the City, the bid prices are higher than the prices for which the specified items or services can be purchased on the open market.
- F. The Bidder failed to properly fill in any space on the Request Form or any attached document in which information or a signature is required.
- G. The Bidder did not, at the time the bid is submitted, have any license or certification required by law.
- H. The Bidder failed to submit with its bid any bond or other material requirements of this IFB or has otherwise submitted a non-responsive offer.

- I. There are unauthorized additions, conditions, alternate proposals or other irregularities of any kind, which might make the bid incomplete, indefinite or ambiguous in meaning.
- J. The bid was not submitted in ink or typewritten, or there is any erasure or alteration of words or figures relating to pricing which is not initialed in ink by the Bidder.
- K. The City determines that a bid contains any misrepresentations whatsoever.
- L. Notwithstanding the foregoing, the City reserves the right to waive any irregularity in a bid if the Procurement Officer deems, in his or her sole discretion, such irregularity to be immaterial to the purpose of this solicitation and that waiving the same is in the best interest of the City.

REJECTION/CANCELLATION OF BIDS:

Any solicitation, prior to opening or after opening, may be canceled or any or all bids may be rejected in whole or in part when it is in the best interest of the City to do so.

MINOR OR TECHNICAL IRREGULARITIES:

Minor or technical irregularities in a bid, when there is no effect on price, quality or quantity may be waived and clerical errors in a bid may be corrected, if it is in the best interest of the City.

NONCONFORMING/CONDITIONAL, OR COUNTER BIDS:

The City will reject any bid that is nonconforming or conditional, in whole or in part.

BID ANALYSIS:

The City reserves the right to analyze, examine and interpret any bid for a period of ninety (90) calendar days after the scheduled time for the opening of bids. Bids may not be rescinded during this period except for good cause and with the written approval of the Procurement Officer. In those situations where the analysis/evaluation exceeds ninety (90) calendar days, Bidders may withdraw their bids from consideration.

AWARD OF CONTRACT:

- A. When Award Occurs: The award of a Contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Bidder. A recommendation of award does not constitute award of Contract.
- B. Award: The City of Rio Rancho reserves the right to reject any or all bids or accept any presented which meet these specifications, and which would be in the best interest of the City and will not necessarily be bound to accept the low bid. The City reserves the right to make multiple awards as a result of this IFB if doing so would be advantageous to the City. The City may issue multiple awards on an item-by-item basis to the Responsive and Responsible Bidder(s) offering the lowest price for each item or to the Responsive and Responsible Bidder(s) offering the lowest total price for each category of items. Multiple source awards shall not be made when a single award will meet the need of the City without sacrifice of economy or service. Awards shall be limited to the least number of suppliers necessary to meet the requirements of the City. In addition, The City reserves the right to award to Primary and Secondary Vendors, in which case, the lowest Responsive bid overall, in each category, or for each item shall be the Primary Vendor who shall be the primary source for all

designated bid items. The next lowest Responsive bid shall be the Secondary Vendor who shall be the secondary or back-up source of for all designated bid items. The Secondary Vendor shall be utilized only if extenuating circumstances or non-compliance precludes the Primary Vendor from fulfilling orders for goods or services. This IFB gives no guarantee of minimum quantities or work.

If a contract resulting from this IFB shall be a “List Price plus Discount” contract, as defined by the City’s Procurement Code. Cost plus Percentage Cost contracts are prohibited by the City’s Procurement Code, and no bid shall be accepted where such Cost plus Percentage Cost offers are proposed. Bidder(s) shall provide a less percentage discount off the published catalog/price list maintained at the time of receipt of bids for each section identified in the Bid Form or as requested by the City.

- C. Determination of Bidder Responsibility: The City may make such investigations it deems necessary to determine the ability of the Bidder to perform the services and/or supply the items of tangible personal property specified herein. The Bidder shall, within seven (7) calendar days, furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if evidence submitted by, or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of this Invitation For Bids.
- D. Application of Resident, Local, Area, and Recycled Content Goods Preference: In all Invitations for Bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time. A copy of a valid Resident Business Certificate or Resident Contractor Certificate issued by the New Mexico Taxation & Revenue Department. Information regarding resident preference can be obtained by contacting the Point of Contact as listed herein.

In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:

- (1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and
- (2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.

In addition to the definitions and criteria set forth in this section, the Central Purchasing Office may impose additional requirements regarding the nature, size and/or location of offerors or Bidders in any request for proposals or Invitation for Bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.

Information regarding the City’s Procurement Code and the application of the local and resident preference can be obtained by contacting the Point of Contact as listed herein.

For consideration for the Area, Local, and Recycled Content Goods preference, the Offeror must complete the Preference Certification Form, attached hereto, in accordance with the instructions and return the form with its Technical Proposal.

In addition to the definitions and criteria set forth in the section, when a joint bid or joint proposal is submitted by both Resident and non-Resident Businesses, the Resident Business preference provided pursuant to Subsection B or C of the NMSA 978 §§ 13-1-21 or 13-4-5, as amended from time to time, shall be reduced in proportion to the percentage of the Contract, based on the dollar amount of the

goods or services provided under the Contract, that will be performed by a non-Resident Business as specified in the join bid or proposal.

PROTEST PROCESS:

- A. Right to Protest: Any Bidder or Bidder who is aggrieved in connection with a solicitation or award of a Contract may protest to the Central Purchasing Office.
- B. Timely Protest: The protest must be submitted in writing within ten (10) calendar days after knowledge of the facts or occurrences given rise thereto.
- C. Required Information: All protests must be submitted in legible, written form and delivered either personally or by mail to the Purchasing Division of the City's Department of Financial Services (the same address to which bids are to be mailed). Protests delivered by any other method, including facsimile, telephone, or e-mail will not be accepted. Protest shall contain at a minimum the following:
 - (1) Name and address of the protesting party;
 - (2) The solicitation/IFB number;
 - (3) A clear statement of the reason(s) for the protest;
 - (4) A clear statement of the facts that support the protest;
 - (5) Attachments of any written evidence available to substantiate the protest; and
 - (6) A statement specifying the relief or ruling requested.
- D. The envelope enclosing a protest should clearly indicate "PROTEST" and the IFB number.
- E. Authority to resolve. The Procurement Officer has the authority to take any action reasonably necessary to resolve a protest in accordance with the City's Procurement Code, but does not have any authority to award money damages or attorney fees.

CITY OF RIO RANCHO
STATE OF NEW MEXICO



PURCHASING DIVISION
3200 Civic Center Circle NE - Suite 300
Rio Rancho, NM 87144

INVITES YOUR FIRM TO OFFER A BID ON:

IFB 20-UT-031
Water and Wastewater Treatment Chemicals

AS SPECIFIED IN THE ATTACHED BID DOCUMENTS.

Sealed bids will be received until 2:00 PM Local Mountain Time
on Thursday July 16, 2020

By the

City of Rio Rancho

Email: bgutierrez@rrnm.gov

Mailed Originals: Office of the City Clerk
1st Floor, Room # 150
3200 Civic Center Circle NE
Rio Rancho, NM 87144

NAME OF BIDDER/CONTRACTOR

ADDRESS

CITY, STATE ZIP CODE

PHONE

FAX

EMAIL

Complete this form as well as the following forms in their entirety as specified in the Instruction to Bidders to ensure that your bid submission is complete.

In compliance with all Specifications and Terms and Conditions, as stated and incorporated herein, the undersigned offers and agrees, if this bid is accepted by the City of Rio Rancho within ninety (90) calendar days or as otherwise provided for in this IFB, to furnish the following items of tangible personal property and/or perform the services specified for the stated unit prices, as determined below:

BID ITEM NUMBER	PRODUCT DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED UNIT PRICE (EST. QTY*UNIT PRICE)
1	Clarifloc C-6286 Polymer (Any Size Container or Bulk): Total Solids 47.5 - 54.5% Residual AcAm < 1000 ppm Neat Viscosity < 1500CPs UL Viscosity 2.0 - 3.2cPs	LB	90,000	Per lb. _____	
2	Calcium Hypochlorite (Any Size Container Or Bulk): Available Chlorine, wt%:70 Min Water, wt%:5.5-8.5 Form: Granular Screen (US Standard Mesh) Greater than 20 Mesh, wt%: 0.5 Max Between 20 and 60 Mesh, wt%: 93.5 Min Through 60 Mesh, wt%: 6.0 Max Dust Index, mg/100g of sample 25 Max	LB	3,000	Per lb. _____	
3	Sodium Hypochlorite (Any Size Container or Bulk): Strength: 12.5%-15% Density:1.20 at 20°C (68°F) Freezing Point -20°F pH: 11.2 - 11.4 Stability: Stable Physical State: Liquid Solution Solubility in Water: Complete	Gallon	20,000	Per Gallon _____	

BID ITEM NUMBER	PRODUCT DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED UNIT PRICE (EST. QTY*UNIT PRICE)
4	Sodium Hypochlorite (Any Size Container or Bulk): Strength: 10% Density: 1.155 at 20°C (68°F) Freezing Point -20°F pH: 11.2 - 11.4 Stability: Stable Physical State: Liquid Solution Solubility in Water: Complete	Gallon	2,000	Per Gallon _____	
5	Citric Acid Anhydrous Industrial Grade (Any Size Container or Bulk): Citric Acid Anhydrous Industrial Grade CAS Number 77-92-9 % (by weight) 98.0-100.0	LB	5,500	Per lb. _____	
6	Citric Acid Anhydrous Industrial Grade Liquid (Any Size Container or Bulk): Citric Acid Anhydrous Industrial Grade CAS Number 77-92-9 55% (by weight) 98.0-100.0	LB	40,250	Per lb. _____	
7	Sodium Bisulfite Solution 40% (Any Size Container or Bulk): %by Weight 35-44% CAS Number 7631-90-5 Freezing Point: 6°C (43°F) pH: 3.8-5.5 Specific Gravity at 25°C 1.33 for 38%	LB	9,075	Per lb. _____	
8	Sodium Hydroxide (Any Size Container or Bulk): 50% liquid solution	LB	40,800	Per lb. _____	
9	Rock Salt (Any Size Container or Bulk): 99.8% Pure for Use by Water and Wastewater e.g. Solar	LB	25,000	Per lb. _____	

BID ITEM NUMBER	PRODUCT DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED UNIT PRICE (EST. QTY*UNIT PRICE)
10	Ferric Chloride (Any Size Container or Bulk): CAS Number: 7705-08-0 Specific Gravity: 1.42 pH; <2	LB	102,000	Per lb. _____	
11	25% Caustic Soda Solution (Any Size Container or Bulk Delivery): CAS Number: 1310-73-2 Specific Gravity: 1.25 % Volatile, By Volume: 75%	Gallon	1.5 Mil Gals	Per Gallon _____	
12	20% - 30% Sulfuric Acid (Any Size Container or Bulk Delivery): CAS Number: 7664-93-9 Specific Gravity: 1.3 Vapor Pressure: 2.3kPa @ 20°C	Gallon	18,400	Per Gallon _____	
13	Antiscalant VITEC 4000 or Equalivent (Any Size Container or Bulk) Acrylic Polymer 10-20% bis-phosphonic Acid 1-10% Inorganic Acid <0.1	LB	15,000	Per lb. _____	
14	RoClean L403 or Equalivant (Any Size Container or Bulk) Inorganic Acid 25% HEDTA Salt 13% Hydroxalkanoic Acid 10% Alkali Hydroxide 7% Glycine Carboxy-amino Salt <1% Acetic Acid Sodium Salt <1%	LB	1,500	Per lb. _____	
15	RoClean L212 or Equalivant (Any Size Container or Bulk) Tetrapropylene Derivs., Sulfonated, Sodium Salts <3% Acrylic Polymer <5% Sequestering Agent <10% Sodium Hydroxide 11%	LB	1,500	Per lb. _____	

BID ITEM NUMBER	PRODUCT DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED UNIT PRICE (EST. QTY*UNIT PRICE)
16	RoClean P112 or Equalivant (Any Size Container or Bulk) Silicate Compound 60-70% Citrate Compound 15-20% Polyphosphate 10-15% Surfactant 1-5%	LB	1,000	Per lb. _____	
17	RoClean P111 or Equalivant (Any Size Container or Bulk) Inorganic Carbonate <30% EDTA Salt <30% Percarbonate Salt <30% Inorganic Phosphate Salt <30% Amphoteric Surfactant Mixture <2%	LB	1,050	Per lb. _____	
18	Hydrogen Peroxide (Any Size Container Or Bulk): Available Hydrogen Peroxide, wt%:35 Min Water, wt%:65 Form: Liquid pH, <= 3.7 Density, 1.13 g/cm3 @ 20Degrees C Viscosity, Kinematic, 1.10cP @20Degrees C Molecular Weight, 34	LB	100,000	Per lb. _____	
19	Bioxide or Equalivent to work in Evoqua Equipment(Bulk) 50-60% Ammonium Calcium Nitrate Double Salt 40-50% Water pH Value 5-8 Relative Density 1.39-1.48 @ 20 C Color Clear Odor None	Gallon	1	Per Gallon _____	
20	Bayoxide or Equaliant (Super Sack 2000lbs) Iron Oxide Media	Super Sack 2000 LBS	10	Per Sack _____	

SUBTOTAL BID TOTAL (ITEMS 1-20)

\$ _____

ADDITIONAL BID ITEMS

BID ITEM NUMBER	PRODUCT DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED UNIT PRICE (EST. QTY*UNIT PRICE)
21	Fuel Charge (If Any)	Delivery	1	\$	\$
22	Delivery Charge (Percent or \$)	Delivery	1	\$	\$

Bidder shall acknowledge receipt of Addenda (if any) by initialing next to the number of each Addendum received.

Addendum No. _____ Date _____ Addendum No. _____ Date _____
 Addendum No. _____ Date _____ Addendum No. _____ Date _____

Exceptions to the Specifications:

_____	_____
Bidder/Company Name	Authorized Signature
_____	_____
Mailing Address	Printed Name
_____	_____
City, State, Zip	Phone Number
_____	_____
Email Address	Fax Number

Date	

GENERAL REQUIREMENTS AND SPECIFICATIONS

These General Requirements and Specifications are a description of the physical or functional characteristics, or nature of the item(s) of tangible personal property, service or construction to be procured under this Invitation for Bids, and also contain the applicable terms and conditions for the Procurement of the same. The General Requirements and Specifications set forth herein are intended to establish the type, function, appearance, and/or quality required by the City of Rio Rancho and shall be satisfied without exception. Any exceptions taken by Bidder(s) may, at the City’s sole discretion, be accepted if they are minor, equal, or superior to that which is specified, or are otherwise acceptable to the City, and provided that they are listed and fully explained in the bid form section entitled, "Exceptions to Specifications". The exceptions taken by Bidder(s) shall refer to the specification name and/or number and shall detail in a clear and concise way, the nature and extent of the exception taken.

General Information and Definition of Need for General Water & Wastewater Treatment Chemicals

The City of Rio Rancho, Department of Utilities is soliciting bids for the supply and delivery of water and wastewater treatment chemicals as specified on the Bid Proposal Form. Bidder(s) shall have the capacity to supply and deliver all items specified in this IFB. Actual orders shall be placed with the Successful Bidder(s) on an as needed basis by the Utilities Department and deliveries shall be made to various City locations as follows:

Wastewater Treatment Plant (WWTP) Delivery Locations:

WWTP Location Name	Location Address
Plant #2	100 Industrial Park Loop NE Rio Rancho, NM 87124
Lift Station # 4	897 Hondo Rd SW Rio Rancho, NM 87124
Lift Station #9	4800 Laban Road NE Rio Rancho, NM 87144
Lift Station #10	800 Pinehurst Rd. SE Rio Rancho, NM 87124
Lift Station #15	1385 Hwy 528 Rio Rancho, NM 87124
Lift Station #16	2340 Grande Blvd. Rio Rancho, NM 87124
Lift Station #24	2400 Westside Court SE Rio Rancho, NM 87124
Lift Station #27	4300 Sara Road Rio Rancho, NM 87124
Plant #5	3651 Hanley Rd NE Rio Rancho, NM 87124
Plant #6	2400 Westside Court SE Rio Rancho, NM 87124
Advance Water Treatment Facility	3354 Stapleton Ave NE Rio Rancho, NM 87124

Delivery Requirements

Upon request and at the direction of the User Department, Contractor(s) shall delivery items within five (5) working days from receipt of order. User Department shall indicate F.O.B Destination on each order. Delivery of fifty five (55) gallon products shall be delivered using a Tommy Lift. Contractor(s) shall unload materials ordered in bulk in a safe and timely manner and shall provide properly trained and equipped personnel to fulfill this requirement. Failure to make timely and proper delivery in accordance with the terms and conditions of this Invitation for Bids may result in termination of the contract for cause.

Delivery shall be made, without exception, between the hours of 8:30a.m. and 3:00 p.m., Monday through Friday. Deliveries shall be coordinated with Mr. Eddie DeLara or Mr. Pat Gallegos, their contact information will be provided to the awarded contractor(s).

It is understood and acknowledged by Contractor(s) that time is of essence in the supply and delivery of water and wastewater chemicals, as specified herein; therefore, in the event the Contractor(s) cannot make timely delivery of orders, the City may, at its sole discretion, have chemicals supplied and delivered by alternative sources with the right to seek reimbursement from Contractor(s) for amounts, if any, paid by the City over and above the bid price. Repeated failures by Contractor(s) to make timely delivery may result in cancellation of the contract for cause.

Contractor(s) shall only fill orders when in possession of a properly authorized and signed Purchase Order issued by the City's Procurement Officer, or his designee. Contractor(s) shall deliver items as ordered and shall replace, at no additional cost to the City, any and all items found to be damaged while in transit or otherwise determined to be substandard by the City User Department in any way. The City reserves the right to inspect materials, items, and/or products at the source prior to acceptance and shall not waive its right, at any time, to reject orders at time of delivery.

Information of Need for Arsenic Treatment Chemicals

The City of Rio Rancho, NM (City) is soliciting binding bids from qualified chemical suppliers to provide sulfuric acid (20% - 30% concentration) for the City's arsenic treatment systems. The concentration values are nominal and a concentration tolerance of 3% is allowable (please list actual concentrations with your bid). All facilities are located in the Rio Rancho water system service area, within 35 miles of the metro Albuquerque vicinity. All chemicals must meet the AIWA Standards for use in treatment of municipal water supplies and must be ANSI/NSF Standard 60 certified. All bids must be accompanied by the ANSI/NSF Certificate, a MSDS sheet and a certification for each chemical verifying concentration. It is estimated that each chemical would be delivered approximately once every 1-2 months per site. Use of each chemical is variable based on the quantity of water treated at each facility, and therefore, the City cannot guarantee quantities or the chemical supply frequency for each site or the system as a whole. A bidder may provide pricing for one or both of the chemicals. The City reserves the right to make multiple awards to advantage based on how advantageous this may be to the City. The length of this contract is for one year and bid pricing shall be guaranteed for the first year.

The unit cost for each chemical should represent complete pricing including all delivery and labor and materials charges. Pricing shall include all labor, equipment, hoses, pumps, etc. that are necessary for delivering the chemicals into the storage tanks (fill connections are provided for each tank). The City will not provide transfer pumps and hoses to assist vendor in unloading chemicals. Bidder agrees to follow all applicable safety procedures in performing these services. All bids should also include any additional charges such as extended delivery time, insurance charges, minimum quantities, shipping charges and all other costs or terms that may be relevant to the determination of the award of the contract(s). No charges, stipulations, limitations or terms will be honored unless submitted as part of the Bid as these conditions will part of City's contract with the successful bidder(s). The successful bidder(s) will be responsible for all regulations associated with delivery and transfer of chemicals to City's tanks the indicated locations.

The successful bidder agrees to deliver the requested chemicals(s) within five business days (not including City's designated Holidays) of the issuance of a Purchase Order. A bidder may propose a different schedule if they cannot meet this requirement for a particular chemical but it may affect the selection if is determined to be not favorable in comparison to other submitted bids.

Prior to award the successful bidder may be asked to submit three references for municipal water supplies indicating successful delivery of chemicals and its adherence to contract terms during the past two years.

The City reserves the right to request quotations from awarded vendor(s) for materials, products, items, and/or services similar in nature to those specified in this IFB for which requirements were not know when this IFB was issued.

Arsenic Treatment Plant Delivery Locations:

Arsenic Treatment Location Name	Location Address
Well Site 13	3301 Northern Blvd. Rio Rancho, NM 87124
Well Site 12	7015 Franklin Road NE Rio Rancho, NM 87124
Well Site 10	919 Red Hills Place NE Rio Rancho, NM 87124
Well Site 6	1702 Tulip Road SE Rio Rancho, NM 87124
Well Site 16	2122 Norham Avenue NE Rio Rancho, NM 87124
Well Site 14	1800 3rd Avenue NW Rio Rancho, NM 87124
Well Site 17	1880 17th Avenue SE Rio Rancho, NM 87124
Well Site 3	2905 11th Avenue SE Rio Rancho, NM 87124
Well Site 9	2333 Unicorn Court NW Rio Rancho, NM 87144
Well Site 15	2720 Ema Court NE Rio Rancho, NM 87144

TERMS AND CONDITIONS

Agency: In the event that a bid or contract is signed by an agent, the City reserves the right to require evidence of the agent's authority.

Cited Model: Any model(s) cited herein is (are) intended only as a reference; any model offered must meet all of the technical specifications accompanying this IFB.

City Business Registration Requirement: The successful bidder, if not already registered to engage in business in the City of Rio Rancho, shall be required to apply to the City and pay the business registration fee, as stipulated in City Code §§ 14-2-1 through 14-2-9, prior to receiving a contract under this Bid.

Compensation: The Bidder *will not* receive any compensation until goods have been delivered or services have been completed, final inspection has been made, the work has been accepted by an authorized representative of the City and complete and correct invoices have been received by the City following the invoicing process detailed on the issued purchase order. Progress payments *will not* be made to any contractor unless otherwise specified in this IFB.

Contract Period: Unless sooner terminated a contract resulting from this IFB shall be for a term of one (1) year from the date of issue of the City's award letter with option to renew for three (3) additional one (1) year terms. In no case shall the term of this agreement exceed a term of four (4) years from the date of issue of the award letter.

Responsibility For Damage: The successful Bidder shall be responsible for any damage caused by its delivery, removal or installation. Damage shall be reported immediately to the designated City representative.

Delivery, Unpacking, Assembly and Placement: Any offer in response to this IFB must include delivery, unpacking, assembly and placement of items as specified in this IFB. All costs associated with Delivery, Unpacking, Assembly and Placement must be included as a part of the unit price bid for each item.

Design Conformance - OSHA: The design of all equipment purchased as a result of a bid made in response to this IFB shall be in conformance with all applicable regulations of the federal Occupational Safety and Health Act in effect at the time of delivery.

Estimated Quantities; Not an Order: The estimated quantities listed do not constitute an order and are not necessarily comprehensive; they are a representative sample of what is likely to be purchased during the course of a contract resulting from this IFB and will be used only to evaluate offers and award such a contract. These quantities as stated may increase or decrease depending on the actual needs of the City. The user will place actual orders. The terms of this Agreement and all amounts payable hereunder are contingent upon sufficient appropriations therefor by the

City's Governing Body. If sufficient appropriations are not made, the City shall notify the Contractor of the same, and this Agreement shall terminate forthwith.

Freight and Shipping: Freight will be F.O.B. Destination. F.O.B. point other than indicated by the City will not be acceptable.

Guaranteed Performance: The successful bidder guarantees that the materials and/or items supplied are capable of the performance required in the specifications accompanying this IFB, and agrees to make such changes, adjustments or replacements as may be necessary in order for the materials to meet the specification requirements at no cost to the City. If defects or specification failures are discovered, the Procurement Officer may, notwithstanding acceptance and payment, require the unit(s) or item(s) to be properly furnished in accordance with the specifications and drawings at the sole cost and expense of the bidder or the bidder's surety.

Independent Contractor: The Contractor (and each agent, employee and contractor employed or engaged by the Contractor to fulfill the Contractor's obligations hereunder) shall be an independent contractor performing services for the City and not an employee of the City or an agent of the City for any purpose beyond the specific engagement for services set forth herein. As independent contractors, the Contractor and its agents and employees shall not qualify for or receive any employee benefits from the City, including but not limited to leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

Inspection of Materials: The City reserves the right to inspect materials and/or items provided by the Bidder through a contract resulting from this IFB to determine their quality, fitness and suitability. Inspection of these materials may be conducted whenever the City considers necessary.

Liability Insurance: The successful bidder shall obtain and maintain during the life of any contract resulting from this IFB a comprehensive general liability insurance policy and automobile liability coverage with liability limits in amounts not less than Five Hundred Thousand Dollars (\$500,000) combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. If required coverages are provided by separate policies, each policy shall have the liability limits required above. Such policy(ies) shall include coverage for all of contractor's operations performed for the City, coverage for the use of all owned, non-owned and hired automobiles, vehicles and other equipment, both on- and off-site, and contractual liability coverage that specifically insures the contractor for any liability arising from its indemnification obligations under the contract resulting from this IFB. Prior to commencing any work under the contract, the contractor shall provide the City's purchasing office one or more certificates of insurance demonstrating the contractor's fulfillment of the foregoing insurance requirements. The contractor shall require the same insurance coverages and endorsements from each subcontractor engaged by the contractor to fulfill any of its obligations under the contract resulting from this IFB. The City shall be named an additional insured in each such policy maintained in satisfaction of the foregoing requirements.

All insurance policies maintained in satisfaction of the foregoing requirements shall provide that the City's purchasing office be given thirty (30) calendar days prior written notice before the policy is canceled, materially changed, or not renewed. Neither the City's approval, nor failure to disapprove, any policies or evidence of insurance shall relieve the Contractor or any

subcontractor(s) of full responsibility for maintaining the required insurance in full force and effect for as long as required by the contract.

Worker's Compensation Insurance: The Bidder, if awarded a contract as a result of this IFB, shall comply with the provisions of the Worker's Compensation Act, Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. The Bidder shall obtain and maintain complete Workers and Employee's Liability Insurance in accordance with New Mexico law and regulations during the life of any contract resulting from this IFB. In the event that the Bidder is not required by law to obtain Worker's Compensation Insurance, the bidder shall provide a certified statement attesting that the Bidder will obtain such coverage should the Bidder, in the course of any contract resulting from this IFB, be required by law to do so. If any portion of the work is to be sublet, the Bidder as primary contractor, shall require the subcontractor(s) to provide the same coverage for all employees working under this contract. The City, its officers or employees, will not be responsible for any claims or actions resulting from the failure of the Bidder or any subcontractor to comply with the provisions of this paragraph.

Laws and Regulations: The Bidder shall give all notices and comply with all laws, ordinances, rules and regulations that apply to this work. The Bidder shall obtain and pay for all permits and licenses necessary to execute and complete the work. All required licenses must be in force at the time of submission of a bid and remain in force during the entire period of any contract resulting from this IFB. Failure to provide proof of required licenses in force will result in the offer being judged non-responsive.

Non-exclusivity: The City reserves the right to engage other contractors to perform services described herein, and the Contractor likewise may provide the same services to other clients; provided, however, the Contractor shall devote reasonable time and effort to any task undertaken hereunder.

Materials and Workmanship: All materials and/or workmanship furnished by the Bidder shall be free from defects and imperfections. Workmanship shall be in accord with the best industry standards and practices. Both materials and workmanship shall be subject to the approval of the City.

Price Escalation: If the Bidder does not offer a firm price, or if a bid contains an escalation clause, the offer may be considered only under the following conditions:

- a. Offered prices must be firm for at least one (1) year after written notification of award of a contract.
- b. All price increases shall be accompanied by a certified letter from the Bidder's supplier showing the price increase to the Bidder.
- c. All invoices of the offered items, from suppliers to the Bidder, shall be subject to auditing by the City and furnished without delay upon request.
- d. The City reserves the right to cancel a contract resulting from this IFB and solicit a new contract if the escalated price is above the current open market price for the same commodity. Cancellation of the contract shall not affect any outstanding orders.

- e. All revisions of the price list shall become effective when they are received, in writing, and accepted, by the Purchasing Office of the City, provided that they do not conflict with item (f.) of this paragraph.
- f. All approved price changes resulting from this escalation clause shall be firm for a period of one (1) year after acceptance in writing by the City.
- g. The Bidder shall be limited to a maximum of one price escalation per contract period unless otherwise specified in this IFB.
- h. The Bidder shall provide to the City written notice of any requested price changes at least sixty (60) calendar days prior to those changes taking effect.
- i. If the Bidder receives any price de-escalations from the supplier of goods sold to the City through a contract resulting from this IFB, the Bidder is responsible for notifying the City within twenty-four (24) hours of such de-escalations, and passing those price changes on to the City immediately.
- j. No price increases shall exceed 10% of the existing contract price.

Release/Indemnity: By its receipt of final payment of all amounts due under this Agreement, the Contractor shall release the City, and its officers and employees, from all liabilities, claims, and obligations whatsoever, arising from or under this Agreement. The Contractor shall indemnify and defend the City and hold the City harmless for and from any and every claim, action, liability, loss, damage or suit, arising from the fault of the Contractor in performing (or omitting to perform) services hereunder.

Removing Debris and Cleaning the Area: The Bidder shall, during the progress of the work, remove and dispose of all debris and keep the premises clean and safe. When the work is complete, the Bidder shall remove all construction equipment and surplus material (except materials that are to remain the property of the City as provided in the specifications) and leave the premises in a clean condition satisfactory to the City.

Risks: All risk of deterioration, destruction, and loss of materials and equipment stored at the site of the work shall be borne by the Bidder.

Service Facilities: The Bidder, upon submitting a bid in response to this IFB, must have service facilities, which are, in the opinion of the City, adequate to perform the services specified in this IFB. The City reserves the right to inspect and determine if the facilities meet this requirement. The final determination of satisfaction of this requirement rests with the City.

Shelf Life of Merchandise: the City shall compute Shelf life from the time of delivery to and acceptance.

Site Inspection: all Bidders are required to conduct an on-site inspection. Failure by the Bidder to become acquainted with the conditions affecting the work specified in this IFB shall not constitute relief from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Bidder shall be responsible for any excess costs resulting from failure to estimate accurately. Failure to conduct an on-site inspection may result in the rejection of a bid.

Sub-Contracting Services, Disallowed and Approval: All services provided as a result of this IFB must be performed by the Bidder to whom the contract is awarded. No subcontracting shall be allowed unless approved in writing from the City.

Termination: Either party may terminate this contract upon written notice to the other at least thirty (30) calendar days in advance of the date of termination.

Title: Title to all items of tangible personal property, services and construction provided pursuant to a contract resulting from this IFB shall pass to the City at the time of payment free and clear of all liens, claims, security interests and encumbrances.

Use of Agreement: This Price Agreement may be utilized by any State of New Mexico Agencies, Commissions, Institutions, Political, Sub-divisions and Local Bodies allowed by law.

Working Conditions: The City is not responsible for obstacles, unfavorable conditions, or hazards, which may be encountered by the Bidder, either above or below ground. These conditions are part of the risk and responsibility of the Bidder.

Work Site Damages: Any damages to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

**LOCAL/AREA/RESIDENT/RESIDENT VETERAN/RECYCLED CONTENT GOODS PREFERENCE
CERTIFICATION FORM**

Business Name: _____

Principle Place of Business: _____

Address: _____

State: _____

Zip Code: _____

DEFINITIONS:

Recycled content goods has the meaning set forth in NMSA 1978 § 13-1-21(A)(6) , as amended from time to time.

RESIDENT BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(5) , as amended from time to time.

RESIDENT CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(5) , as amended from time to time.

RESIDENT VETERAN BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(7), as amended from time to time.

RESIDENT VETERAN CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.

STATUTORY PREFERENCE means the preference for Resident Businesses, Resident Contractors, Resident Veteran Businesses, Resident Veteran Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

Qualifying company means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

LOCAL BUSINESS means a Resident Business or Resident Contractor which:

- (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
- (b) Possesses a current city business registration;
- (c) Maintains its principal place of business within the corporate limits of the city; and
- (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

AREA BUSINESS means a Resident Business or Resident Contractor which:

- (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
- (b) Possesses a current city business registration;
- (c) Maintains a bona fide place of business within the corporate limits of the city, and agrees to conduct its activities pursuant to the contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
- (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

No bid or proposal shall receive both the Local Business and Area Business preferences.

INSTRUCTIONS:

In all invitations for bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:

- (1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and
- (2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.

No bid or proposal shall receive both the Local Business and Area Business preferences.

In addition to the definitions and criteria set forth in this section, the central purchasing office may impose additional requirements regarding the nature, size and/or location of offerors or bidders in any request for proposals or invitation for bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.

A COPY OF A RESIDENT BUSINESS OR CONTRACTOR / VETERAN BUSINESS OR CONTRACTOR CERTIFICATE ISSUED BY THE NEW MEXICO TAXATION AND REVENUE DEPARTMENT IS REQUIRED TO BE SUBMITTED ALONG WITH YOUR BID / OFFER IN ORDER TO QUALIFY FOR THE STATUTORY RESIDENT / VETERAN PREFERENCE. In addition, the attached Resident Veterans Preference Certification form must accompany any bid/offer and any business wishing to receive a resident veteran's preference must complete and sign the form.

REQUESTS FOR RECYCLED CONTENT GOODS PREFERENCE MUST BE ACCOMPANIED BY OFFICIAL / VERIFIABLE EVIDENCE THAT THE MATERIAL BEING BID / OFFERED CONTAINS THE MINIMUM RECYCLED CONTENT REQUIRED BY STATE STATUE.

THIS FORM MUST BE SUBMITTED AT THE TIME BIDS / OFFERS IN ORDER TO CLAIM LOCAL, AREA, RESIDENT, VETERAN OR RECYCLED CONTENT GOODS PREFERENCE.

<p><u>PLEASE INDICATE THE TYPE OF PREFERENCE CLAIMED:</u></p> <p>If your firm is a Qualifying Company please circle the type of preference for which your firm qualifies and indicate your appropriate annual revenue threshold:</p> <p>RECYCLED CONTENT GOODS</p> <p>RESIDENT BUSINESS</p> <p>RESIDENT CONTRACTOR</p> <p>RECYCLED CONTENT GOODS RESIDENT VETERAN BUSINESS</p> <p><input type="checkbox"/> Annual revenue up to \$3,000,000.00</p> <p><input type="checkbox"/> Annual revenue more than \$3,000,000.00 or more</p> <p>RESIDENT VETERAN BUSINESS</p> <p><input type="checkbox"/> Annual revenue up to \$3,000,000.00</p> <p><input type="checkbox"/> Annual revenue more than \$3,000,000.00 or more</p> <p>RESIDENT VETERAN CONTRACTOR</p>

- Annual revenue up to \$3,000,000.00
- Annual revenue more than \$3,000,000.00 or more

If your firm is applying for either a Local or Area Preference, please circle the type of preference for which your firm qualifies. (Select only one):

LOCAL BUSINESS

AREA BUSINESS

CITY OF RIO RANCHO BUSINESS LICENSE REGISTRATION NUMBER: _____
(Must be provided if claiming Local Business or Area Business Preference)

If submitting a joint bid/proposal please indicated proportion of work to be completed by qualifying company:

_____ %

CERTIFICATION: I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the City will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

By: _____ Title: _____ Date: _____

RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR)
 hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only:

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$3M.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be. "I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

 Signature of Business Representative _____ Date

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.