

BID SUBMITTAL

ITB 2020-733 LLANO LIFT STATION CONTROL UPGRADES

COMPANY NAME / MAILING ADDRESS / CITY / STATE / ZIP (please print)

CONTACT PERSON (please print)

EMAIL

TELEPHONE

IMPORTANT - BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE BID NUMBER AND OPENING DATE CLEARLY INDICATED ON THE FRONT OF THE ENVELOPE. EMAILED OR FAXED BIDS WILL NOT BE ACCEPTED. SUBMITTING A "NO BID" IS NOT REQUIRED TO BE KEPT ON THE CITY'S BIDDERS LIST.

MANDATORY PRE-BID: Tuesday, January 7, 2020 1:30 PM, at the Llano Lift Station, 602 Llano Street, Aztec, NM 87410.

Sealed bids will be received until Tuesday, January 21, 2020, 3:00 PM. local time at City of Aztec, Attn: Purchasing Office, 201 W Chaco, Aztec NM 87410 at which time bids will be publicly opened and read aloud in the Commission Room. This bid is subject to the Purchase Order Terms and Conditions, Bidding Requirements and Specifications.

If a corporation, state of incorporation: _____

NEW MEXICO TAX ID NO: _____ FEDERAL TAX ID NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

NEW MEXICO CONTRACTORS LICENSE CLASSIFICATIONS:

NEW MEXICO DEPT OF WORKFORCE SOLUTIONS – PUBLIC WORKS REGISTRATION NO.:

CITY OF AZTEC BUSINESS LICENSE NO: _____

Current City of Aztec Business License not required at time of bid. Successful bidder will be required to obtain City of Aztec Business License prior to execution of contract.

In-State Preference will be applied only to those in-state certified businesses that have completed the following:

Bidder has received certification from the State of New Mexico for Resident Business Certification. Bidder has been issued Certification # _____ and is therefore eligible for the 5% preference. In-state certification approval is required at the time of the proposal opening to be eligible for in-state preference.

Bidder has received certification from the State of New Mexico for Resident Veterans Preference. Offeror has been issued Certification #_____. Bidder must include their State of New Mexico certificate with their proposal. Resident veterans preference certification approval is required at the time of the proposal opening to be eligible for resident veterans preference.

Guaranteed pricing is requested; please submit pricing guaranteed for 60 DAYS from the date of notice of award. Notice of award shall occur within 60 days of bid opening date. The City of Aztec reserves the right to accept any bid, in whole or in part, and to reject any or all bids if it is deemed in the best interest of the City to do so. The City of Aztec reserves the right to waive any formality or informality in the process of awarding this bid.

The items as specified herein are not to be taken as restrictive, but rather are to establish a standard for services desired. Any deviation in the attached pages should be specifically set forth in your bid offer. Except as specified as Sole Source, any brand name used is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition. Where there is more than one part to an item, all parts must be bid to receive Board consideration.

The bidder agrees the work will be substantially completed by August 1, 2020. Readiness for final payment will be 14 calendar days after substantial completion.

The bidder agrees liquidated damages will be paid to the Owner for each day beyond substantial completion expiration in the amount of **\$500.00 per calendar day** and **\$250.00 per calendar day** for completion of remaining work and readiness for final payment beyond completion expiration date.

The Proposal guarantee shall be 5% of the total amount bid. Guarantee included with bid is (mark one):
_____ Bid Bond _____ Cashier's Check Payable to City of Aztec

Subcontractor's listing threshold **\$5,000**

Bidder must check the appropriate box below:

If applicable, BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S):

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

BIDDER'S REPRESENTATIONS

- A. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- B. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- C. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

BIDDER'S CERTIFICATION

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

To be a valid proposal, Bidder must sign here:

_____ **Date** _____

Printed Name: _____

Title: _____

DRUG-FREE WORKPLACE CERTIFICATION

Project Name: ITB 2020-733 Llano Lift Station Control Upgrades

The Contractor named below hereby certifies to be in compliance with 49 CFR parts 40 and 382 by establishing a program designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles and to provide a workplace free of drug use and alcohol misuse. The below Contractor will:

1. Have in place a policy in compliance with 49 CFR Parts 40 and 382 that provides for pre-employment, post-accident, random, reasonable suspicion, return-to-duty, and follow-up testing for controlled substances and alcohol.
2. 49 CFR Part 382, section 382.603 requires that persons designated to supervise drivers receive at least 60 minutes of training on alcohol misuse and receive an additional 60 minutes of training on controlled substances use.
3. Have in place a drug free and alcohol free workplace policy that applies to everyone that works on the project described in the contract. The drug free and alcohol free workplace policy shall include an education and training program that informs employees about the following:
 - a. The dangers of drug use and alcohol misuse in the workplace;
 - b. The person's or organization's policy in maintaining a workplace free of drug use and alcohol misuse;
 - c. Any available counseling, rehabilitation and employee assistance programs;
 - d. Penalties that may be imposed upon employees for violations; and,
 - e. Provisions for pre-employment and reasonable suspicion testing.
4. All of the contractor's employees who perform work on this project must be provided with a copy of the above referenced policies as those policies apply to them, i.e. not all employees are commercial drivers, but all employees would be subject to the drug-free and alcohol-free workplace policies.
5. That everyone who works on the contract agrees to abide by the terms of the Contractor's Statement as a condition of continued employment on the contract.
6. That no one who has tested positive within the past year will be allowed to perform work on this project.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of New Mexico

COMPANY NAME:	FEDERAL ID NUMBER:
OFFICIAL'S NAME:	OFFICIAL'S SIGNATURE:
OFFICIAL'S TITLE:	DATE EXECUTED:
FEDERAL ID NUMBER:	EXECUTED IN THE COUNTY OF:

CONTRACTOR SAFETY CERTIFICATION

Project Name: ITB 2020-733 Llano Lift Station Control Upgrades

The Contractor named below hereby certifies and shall comply with all applicable Federal, State, County laws, rules, regulations, City ordinances, and best safety practice guidelines for the health and safety of contractor and sub-contractor employees when performing work for the City of Aztec. The City of Aztec Compliance Contractor Safety Verification Program shall require contractors and subcontractors to comply with the law, and use all safety precautions to protect their employees, and the public when engaged in construction projects. The personal safety and health of contractor’s and subcontractor’s employees is of primary importance. The prevention of occupationally induced injuries and illnesses is of such consequence that it shall be given precedence over operating productivity whenever necessary.

Regulatory Standards: All applicable federal, state and local safety, health and environmental regulatory requirements, including but not limited to: OSHA-29 CFR.

BASIS: It is the responsibility of the general contractor to ensure contractor, and sub-contractors working within the City of Aztec adhere to all applicable safety, health, and environmental standards while conducting business on the construction site or on City Property. When a general contractor arranges to have employees of another employer (sub-contractors) perform work that involves activities that may put personnel at risk, the general contractor will inform the sub-contractor that the workplace contains specific hazards and that the work to be done shall be allowed only if all workers have the proper training, necessary certification(s), proper equipment, and work conditions to complete the work safely.

GENERAL: The contractor will ensure that safe work practices are used by contractor and sub-contractor personnel to provide for the control of risks associated with hazards, by using established procedures for; lock-out-tag-out, confined space entry, welding, trenching, piping, PPE, fall protection, dust control, hearing protection, public safety, and general safety. At the request of the City’s Safety Division, the contractor shall provide information regarding the contractor’s past safety performance and current safety program.

Responsibility: The contractor shall be responsible for complying with the safety standards applicable to the work they are performing. The contractor agrees that he/she is responsible to enforce compliance with all safety regulations from everyone, including sub-contractors, who work on the contract as a condition of employment on the contract.

Contractor Safety Inspections: Contractor work site safety inspections may be conducted periodically by a City of Aztec Safety Coordinator.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of New Mexico.

COMPANY NAME:	FEDERAL ID NUMBER:
OFFICIAL’S NAME:	OFFICIAL’S SIGNATURE:
OFFICIAL’S TITLE:	DATE EXECUTED:
FEDERAL ID NUMBER:	EXECUTED IN THE COUNTY OF:

BASIS OF BID

ITB 2020-733 LLANO LIFT STATION CONTROL UPGRADES

TO: City of Aztec, New Mexico Attn: Purchasing Department
201 West Chaco
Aztec, New Mexico 87410

The undersigned hereby proposes to perform all work for the City of Aztec – ITB 2020-733 LLANO LIFT STATION CONTROL UPGRADES.

Advertisement inviting bids was dated December 29, 2019.

The Contract Documents including Special Conditions and Plans and any Addenda. All of which are incorporated herein and made a part hereof; and to perform said work in accordance with and at the rates and prices (or lump sum bid) shown in the following bid schedule.

Each item or its alternate must be bid. The cost of any work added or deducted from the following estimated quantities shall be computed at the unit prices bid.

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the proposal as principal or principals is or are named herein and that no other persons or firms than herein mentioned have any interest in this proposal or in the contract to be entered into; that this proposal is made without collusion with any other person, company, or parties making a bid or proposal; and that it is in all aspects fair and in good faith without collusion or fraud.

The Undersigned agrees that, upon written notice of acceptance (Notice of Award) of this proposal mailed or otherwise furnished within 60 days after the date of opening proposals, he or she will within 15 days after receipt of said notice, execute and return to the City of Aztec, New Mexico the prescribed construction contract and any required bonds and certificates. The receipt of an electronic transmission (email) of the Notice of Award, by undersigned shall constitute receipt as provided herein.

The bidder agrees the work will be substantially completed by August 1, 2020. Readiness for final payment will be 14 calendar days after substantial completion.

The bidder agrees liquidated damages will be paid to the Owner for each day beyond substantial completion expiration in the amount of **\$500.00 per calendar day** and **\$250.00 per calendar day** for completion of remaining work and readiness for final payment beyond completion expiration date.

The undersigned understands that immediately upon, or up to 10 days following receipt by the OWNER of construction contract signed by the undersigned, the OWNER may issue a Notice to Proceed. The receipt of an electronic transmission (email) of the Notice to Proceed by undersigned shall constitute receipt as required herein.

ITB 2020-733 LLANO LIFT STATION CONTROL UPGRADES

PHASE	DESCRIPTION	UNIT	CALENDAR DAYS REQUIRED TO COMPLETE PHASE	TOTAL
1	Design of Llano Lift Station Control Upgrades	LS		
2	Installation/Implementation of Design	LS		
BID TOTAL				

PLEASE NOTE: The City is requiring that Substantial Completion be no later than August 1, 2020. There is no ability to extend this date.

Total Written Amount of Bid (Excluding Tax)

Company Name

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Printed Name

Title

Telephone Number

Email

(SEAL) If Bid is by a Corporation

Attest: _____ Title: _____

CONTRACTOR'S LIST OF SUBCONTRACTORS

PROJECT: ITB 2020-733 LLANO LIFT STATION CONTROL UPGRADES

BIDDER must list all Subcontractors whose listing is required pursuant to the New Mexico Subcontractors Fair Practices Act and estimated work exceeds the threshold amount of Five Thousand and no/100 Dollars (\$5,000.00).

Company Name: _____

Address: _____ City: _____ State: _____ Zip: _____

E-mail Address: _____ License Number: _____

Phone Number: _____ Fax Number: _____

Work to be performed: _____ Contract Over \$ 60,000: YES NO

Company Name: _____

Address: _____ City: _____ State: _____ Zip: _____

E-mail Address: _____ License Number: _____

Phone Number: _____ Fax Number: _____

Work to be performed: _____ Contract Over \$ 60,000: YES NO

Company Name: _____

Address: _____ City: _____ State: _____ Zip: _____

E-mail Address: _____ License Number: _____

Phone Number: _____ Fax Number: _____

Work to be performed: _____ Contract Over \$ 60,000: YES NO

Company Name: _____

Address: _____ City: _____ State: _____ Zip: _____

E-mail Address: _____ License Number: _____

Phone Number: _____ Fax Number: _____

Work to be performed: _____ Contract Over \$ 60,000: YES NO

ADDITIONAL SHEETS LISTING SUBCONTRACTORS MAY BE ATTACHED IF NECESSARY.

NOTICE TO BIDDER

List only one subcontractor for each category of work.
FAILURE TO COMPLY WITH THESE REQUIREMENTS
WILL MAKE THE BID NON-RESPONSIVE and the Bid
will be rejected.

CONTRACTOR:

FIRM: _____
By: _____
Title: _____
Date: _____

SUBCONTRACTOR FAIR PRACTICES ACT COMPLIANCE

This Public Works Project is subject to the provisions of the Subcontractors Fair Practices Act (Chapter 18, Laws of 1988; Sections 13-4-31 through 13-4-43 NMSA 1978) as it may be amended.

The listing threshold is: \$5000

List of Subcontractors Required: The Bidder shall define the categories of subcontractors in the bid and shall list on the Contractor's List of Subcontractors, no more than one subcontractor for each such category, PROVIDED HOWEVER, that such listing shall not include subcontractors whose work does not exceed the threshold dollar amount given in the subparagraph A, above. Such list shall give the name and location of the place of business of each subcontractor under subcontract to the Bidder who will perform work or labor or render service to the Bidder in an amount exceeding the threshold stated in subparagraph A.

All subcontractors whose estimated work exceeds the threshold shall be listed at the time the Bid is submitted to OWNER.

The apparent low Bidder may allow a subcontractor that exceeds the threshold amount to be voluntarily assigned or transferred or to be performed by anyone other than the original subcontractor listed in the original bid only if the OWNER, gives prior written approval.

No Bidder whose Bid is accepted shall sublet or subcontract any portion of the Work in an amount exceeding the threshold amount given in subparagraph A, above, where the original bid did not designate a subcontractor, unless:

the Bidder received no bid for that category (note: the Bidder must designate on the list of subcontractors required in subparagraph B, above, that "no bid was received"), or

the work is pursuant to a Change Order that causes changes or deviations from the original Contract.

Delays Attributable to Hearings Required by the Subcontractors Fair Practices Act: In the event a hearing is required pursuant to the provisions of the Subcontractors Fair Practices Act and a delay in the Work is caused as a result of a subcontractor protesting its substitution, the CONTRACTOR shall not be entitled to an increase in the Contract Price or Contract Time.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ hereinafter called the Principal, as Principal, and the _____ of _____, a corporation duly organized under the laws of the State of _____ hereinafter called Surety, as Surety, are held and firmly bound unto the City of Aztec, hereinafter called the Obligee, in the sum of dollars, for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

The work to be performed under this contract shall consist of furnishing all professional service, labor, equipment, and materials necessary to complete Llano Lift Station Control Upgrades.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into an Agreement with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof or in the event that either the Obligee shall be unable to accept the bid of the Principal as a result of acts or omissions of the principal or the failure of the Principal to enter such Agreement and give such bond or bonds, if the Principal shall pay to the Obligee the difference, not to exceed the amount hereof, between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this _____ day of _____ A.D., 2020

WITNESS

Principal

By: _____

Title: _____

Street Address

Mailing Address

City, State and Zip

Phone Number

SURETY

STREET ADDRESS

BY _____

MAILING ADDRESS

WITNESS

CITY/STATE AND ZIP CODE

PHONE NUMBER

CERTIFICATE OF SURETY ON BID BOND

_____, Surety on the Bid Bond dated the ____ day of _____, 2020, wherein is Principal and the City of Aztec as Obligee does hereby rectify that Surety is duly authorized to transact business as a corporate surety in New Mexico, that as Surety it has complied with all applicable laws of the State of New Mexico.

Witness, my hand and seal this _____ day of _____, 2020

Surety

By _____

Title _____

THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED