



City of Alamogordo

Purchasing Dept. 2600 N. Florida Ave. Alamogordo, NM 88310 (575) 439-4116 Fax (575)439-4117

April 10th, 2022

To Whom It May Concern:

The City of Alamogordo is interested in receiving sealed bids for "**Bulk Fuel**" in accordance with the attached specifications.

REQUIREMENTS

1. This will be a **multi-Term** contract for one year, with an option to renew for three additional years. You must bid a firm price for all contract years which will be subject to the escalator provision contained in the Instructions and Conditions. Contract renewal must be agreeable between both parties at the end of each year. The first period of performance is June 1st, 2022, through May 31st, 2023.
2. The City reserves the right to reject any or all bids, and to waive minor informalities and irregularities in bids received.
3. The specifications of acceptable products are not intended to be comprehensive specifications, or in any order of preference. The bidder may offer any products that comply with the governing specifications that is considered equivalent to that which is indicated or specified.
4. Vendors must meet all specifications and requirements before payment is released.
5. Bidder must submit name of manufacturer, model name or number, specifications, and applicable guarantees to the City of Alamogordo Purchasing Department, 2600 N. Florida Ave., Alamogordo, NM 88310.
6. Prices shall be filled in for all items on the Bid Schedule. The Bid Schedule must be completed in ink. The address and telephone number must be completed. Any Bid not duly signed will be considered non-responsive.

Your sealed bid must be received no later than 2:00 PM, April 26th 2022 at the Office of the Purchasing Manager, located at 2600 N. Florida Ave., Alamogordo, NM 88310. Bids will be opened at that time. The City Commission at their regularly scheduled meeting will approve award of the IFB. Please mark clearly on the outside of your sealed bid, "IFB NO. 2022-05 Bulk Fuel."

CITY OF ALAMOGORDO
INSTRUCTIONS AND CONDITIONS

These Instructions and Conditions are meant to coincide with bids. Several bids have individual requirements. Where there is no mention of specific requirements, these Instructions and Conditions shall govern.

1. PREPARATION OF BID

- A. Unit prices for each unit offered shall be shown unless otherwise specified. In case of a discrepancy between a unit price and an extended price, the unit price will prevail.
- B. Bidders must state a definite time for delivery of supplies or performance of services, unless otherwise specified in the bid. Time, if stated in number of days, will include Saturdays, Sundays, and holidays.
- C. Specifications within this IFB are not meant to exclude any bidder or manufacturer. Where a product characteristic of a sole manufacturer, or where a "Brand Name" is indicated, it will be defined to mean "Acceptable Level" or "Quality Required" by the City of Alamogordo, unless "No Substitute" is indicated.

2. AMENDMENTS OR CHANGES TO BIDS

- A. Any explanation desired by a bidder regarding the meaning or interpretation of a bid, specifications, etc., must be requested in writing, and with sufficient time allowed for a reply to reach the bidder before the opening date. Verbal explanations or instructions given prior to opening of the bid will not be binding.
- B. Occasionally, the City will issue amendments to IFB's after they are mailed to vendors. The amendment will become part of the IFB and must be attached to the bid proposal.

3. SUBMISSION OF BIDS

- A. Bids must be mailed, or hand carried to the City Purchasing Department, 2600 N. Florida Ave., Alamogordo, NM 88310. The envelope must be sealed with the name of bidder, IFB number, and date of opening shown on the outside.
- B. The City of Alamogordo will not be responsible for bids which are mailed in. Bids faxed to the Purchasing Department will not be accepted as a sealed bid.
- C. Every effort will be made to begin reading bids at exactly the time specified. However, since it is impossible to begin on the exact second, bids will be accepted until the first envelope is opened. Bids received after the opening of the first envelope will not be considered and will be returned unopened to the bidder.

D. Bidder must submit name of manufacturer, model name or number, specifications, and applicable guarantees to the City of Alamogordo Purchasing Department, 2600 N. Florida Ave., Alamogordo, NM 88310.

E. Prices shall be filled in for all items on the Bid Schedule. The Bid Schedule must be completed in ink. The address and telephone number must be completed. Any Bid not duly signed will be considered non-responsive.

F. The following Bid documents are to be submitted. (If Applicable):

1. Bid Schedule
2. Manufacturer, Model Name or Number
3. Campaign Contribution Form – Signed (Attachment A)

4. If Claiming Preference (If Applicable)
 - a. New Mexico Resident Veterans - Certificate Required
 - b. New Mexico In-State Business - Certificate Required
 - c. Local Business Preference – Business License Required

4. MODIFICATION OR WITHDRAWAL OF BID

A. Bidders may modify or withdraw their bids by written or telegraphic notice prior to the date and time of the bid opening.

B. A bid may be withdrawn in person at any time before the bid opening provided a receipt is signed by the bidder or his authorized representative.

5. AWARD OF BID

A. This IFB will be awarded to the responsible vendor whose bid is the most advantageous to the City of Alamogordo, price and other factors considered.

B. The City of Alamogordo reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.

C. This IFB and award is contingent upon available funding.

D. The City may accept any item or group of items of any bid, unless the bidder qualifies its bid by specific limitations.

E. Tax exemption certificates will be provided, if necessary, by the Purchasing Department.

F. In case of default by the bidder, the City shall have the right to cancel and to repurchase from other sources, and will take recourse as provided by law.

G. A notice of award and/or purchase order mailed, or otherwise provided to the successful bidder will result in a binding contract without further action by either party.

- H. The bidder, if its bid is accepted, hereby expressly binds itself to defend, indemnify, and save harmless the City, its agents, servants, and employees from all claims, suits, and actions of every nature and description brought against the City or its agents. This pledge to indemnify applies to providing materials, equipment, supplies, services, contractual construction, or contractual demolition done by the bidder pursuant to the IFB or by reason of any act or omission, misfeasance of the bidder, its agents, servants, or employees. This paragraph shall equally apply to injuries to bidder's employees.

IF THE BIDDER DOES NOT BID A FIRM PRICE OR THE BID CONTAINS AN ESCALATION CLAUSE, THE BID MAY BE CONSIDERED, BUT ONLY UNDER THE FOLLOWING CONDITIONS:

PRICE ESCALATION:

This offer may be considered for escalation under the following conditions:

- A. All price increases shall be accompanied by a certified letter from the offeror's supplier showing the price increase to the offeror.
- B. All invoices of the offered items, from suppliers to the offeror, shall be subject to auditing by the City and furnished without delay upon request.
- C. The City reserves the right to cancel a contract resulting from this request 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.
- D. 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 (h.) of this paragraph.
- E. All approved price changes resulting from this escalation clause shall be firm for a period of ninety (90) calendar days after acceptance in writing by the City.
- F. The offeror shall be limited to a maximum of two price escalations per contract period unless otherwise specified in this request and will not exceed 10% per yearly contract.
- G. The offeror shall provide to the City written notice of any requested price changes which become effective upon written acceptance by the City purchasing office.
- H. If the offeror receives any price de-escalations from the supplier of goods sold to the City through a contract resulting from this request, the offeror is responsible for passing those price changes on to the City immediately. Price decreases are acceptable on invoice(s) presented for payment.

In the interest of fairness and sound business practice, it is mandatory that the bidder state any exceptions taken to the specifications

SPECIAL CONDITIONS

1. All orders are F.O.B.: City of Alamogordo, Central Receiving, 2600 N. Florida Ave., Alamogordo, NM 88310, unless otherwise specified in the IFB.
2. Cost of freight will be incurred by the vendor and will therefore be reflected in the bid amount(s) quoted. All items will be F.O.B. location cited in bid or quote. Failure to include freight costs may result in rejection of the bid or quote.
3. No partial deliveries will be accepted on any one item; deliver complete.
4. City purchase order numbers and vendor stock numbers shall appear on all invoices, packing slips, and the outside of all inventory shipping containers (boxes, pallets, or tag the material itself).
5. Bids will be awarded by unit of issue, not by packaging, or casing of vendor. Exceptions will be made by Central Receiving personnel, who will have the option to accept or reject any or all items.
6. Packing slips must accompany all shipments and indicate the purchase order number.
7. Vendor will provide current copies of all manufacturer specifications and warranties. Failure to include such information may result in rejection of the bid or quotation.
8. Include any written manufacturer guarantees and warranties. Also, include any written guarantees or warranties from the bidder.
9. Bid the closest unit manufacturer's quantity unit pack without breaking the manufacturer's standard pack. Indicate the difference in your bid by circling our quantities being changed and placing your bid to the left of our quantity.
10. TRADE NAMES OR EQUALS:

Whenever in the specifications, any particular materials, process and/or equipment is indicated or specified by patent, proprietary, or brand name, or by name of manufacturer, such wording shall be deemed to be used for the purpose of facilitating description of the material, process, and/or equipment desired, and shall be deemed to be followed by the words "or equal". The lists of acceptable material are not intended to be comprehensive lists, or in any order of preference. The bidder may offer any material, process, and/or equipment which comply with the governing specifications which the bidder considers to be equivalent to that which is indicated or specified.
11. The City of Alamogordo reserves the right to award in total or by group of items, on the basis of individual items, or any combination of these which is in the best interest of the City.
12. Delivery is requested within 30-45 days after the receipt of the purchase order, unless otherwise stated in the IFB.

13. Notify Central Receiving at (575) 439-4242, at least one working day prior to delivery.
14. All questions about the meaning or intent of the Contract Documents shall be submitted via fax (575) 439-4117 or e-mail bpyeatt@ci.alamogordo.nm.us or cgebhardt@ci.alamogordo.nm.us. **Questions received after 4:00 p.m. on April 18th 2022, will not be answered.** Submitted questions will be answered by formal written addenda and will be binding. Oral clarification will not be binding.

NOTE: DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF OTHER THAN PURCHASING STAFF REGARDING THIS IFB WILL RENDER THE PROPOSAL NON-COMPLIANT.

15. Any contract over \$20,000.00 "for the construction, alteration, improvement or repair of any public building, structure or highway, or for any public work" requires the furnishing of a labor and materialman's payment bond under Section 13-4-18 NMSA 1978, the "Little Miller Act".
16. If this bid involves the employment of mechanics or laborers, and no bids under \$60,000.00 are received, the project will be re-bid under the New Mexico Public Works Minimum Wage Act.

Attachment "A"

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or un-reimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Codes or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contributions(s): _____

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

Notice to Bidders For Sealed Bids

Effective March 20, 2015, the Alamogordo City Commission adopted Ordinance No. 1490 establishing Bid evaluation criterion for area businesses. Any business licensed in New Mexico, with a current business registration from the City of Alamogordo, with fixed offices or distribution points within fifteen (15) miles of the city limits of Alamogordo and able to furnish evidence of payment of New Mexico Gross Receipts tax shall qualify. If the Bid from the local business multiplied by 0.90 is less than or equal to the lowest responsible BIDDER, who does not qualify as a local business, the Contract will be offered to the local business at the same price as the lowest Bid. Acceptance of the offer is optional for the local business. If the area business rejects the offer, the Contract will be Awarded to the lowest responsible BIDDER.

Such acceptance by the area business must be in writing and signed by a principal officer of the firm. In addition, the acceptance package must include an affidavit that the area business meets the criterion set forth in the ordinance and an adjusted Bid Schedule such that the grand total is equal to the lowest BIDDER's Price.

An area business is one which:

Is authorized to do and is doing business under the laws of the state.

Possesses a current city business registration.

Maintains fixed offices or distribution points within fifteen (15) miles of the corporate limits of the city. Post office box numbers of residential addresses may not be used solely to establish status as an area business; and

Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico gross receipts tax.

In addition to any other criteria that may be used in evaluating a competitive bid, a criterion will be applied for any business that meets the above requirements in awarding a contract for purchase of goods, services, or construction.

Please use link to view complete Ordinance No. 1490 Local Preference.

<http://ci.alamogordo.nm.us/Assets/Ordinance+No.+1490.pdf>

Attachment "C"

All Bidder Preferences

Select Only One Option per Bid

Resident Veterans Preference

Certificate must accompany submitted Bid Documents

Is Veterans Preference being claimed? _____YES _____NO

In State Contractor Preference

Certificate Must accompany submitted Bid Documents

Is In-State Contractor Preference being claimed? _____YES _____NO

Residential Preference

Is Residential Preference being claimed? _____YES _____NO

**City Registration Number Must be entered
and Certificate attached**

City Business Registration No. _____

Is Subcontractor Residential Preference being claimed? _____YES _____NO

**City Registration Number Must be entered
and Certificate attached**

City Business Registration No. _____

SPECIFICATION

General Conditions:

To establish a City of Alamogordo Price Agreement for the purchase and delivery of bulk fuels, unleaded gasoline and No.2 diesel fuel.

Terms of this Price Agreement shall be for one (1) year from the date of award with the option to extend for a period of three (3) additional years, on a year-by-year basis, by mutual agreement of all parties and the approval of the City of Alamogordo Purchasing Manager at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Award will be based on delivery to the City of Alamogordo locations identified in this Price Agreement document.

The quantities listed are for estimated purposes only and the City of Alamogordo does not guarantee that the stated amount or any amount will be purchased.

Award shall be made for all fuel types (if applicable) for each location. Specifications shall indicate manufactures maximum allowable sulfur content.

Any aftermarket additive used shall be identified by brand or trade name and manufacturer's specifications provided with the bid. An additive, if used, shall be Environmental Protection Agency (EPA) approved, and compatible with the refiner's product. Additives which increase emissions of sulphur and other substances proven to damage the environment which are disallowed by EPA regulation will not be accepted.

Product Specifications:

Fuels shall have a high level of detergent additive as recommended for engines equipped with fuel injection systems.

1. Regular Unleaded Gasoline, ASTM designation D439, SAE J312 (most recent issue) with a minimum octane rating of 86 minimum (r+m/2 method).

2. No. 2 Diesel Fuel, ultra-low Sulphur diesel (ULSD), ASTM designation D975, J313, (most recent issue) with a minimum cetane number of 40, maximum of 0.05 weight percent of Sulphur maximum, aromatic content of 35 volume percent, viscosity of minimum 1.9 and maximum 4.1, distillation of minimum 282 and maximum of 338, carbon residue of 0.35 approximately. Cloud point minimum of -20 degree Celsius and maximum of -40 degree Celsius.

3. No. 2 Diesel shall be:
Free of visible evidence of the Blue Dye 1.4 dialkylamine anthraquinone. Dye solvent Red 164 or clear (white) low Sulphur diesel fuel is acceptable; however, the vendor is solely responsible for all confirmation and documentation required by EPA and IRS.

Diesel fuel shall meet ASTM D-1552 for Sulphur test , ASTM D482 for ash content, and the standard published in SAE D975 (most recent issue).

Fuels provided under this Price Agreement shall be free from contamination.

Diesel fuel: vendor needs a letter from distributor stating fuel is the same fuel only dye was used to show tax free fuel.

Orders & Deliveries:

Fuel quantity shall be measured by gross gallon, with a metered delivery truck bearing a current New Mexico Department of Agriculture approval seal.

Vendors not using metered trucks are grounds for termination.

Delivery locations and storage tank capacities are identified in this Price Agreement. The City of Alamogordo reserves the right to measure contents of any tanks before and /or after delivery.

All deliveries shall be made within twenty-four (24) hours after receipt of order (phone or written), excluding Saturdays and Sundays, state and federal holidays observed by the City of Alamogordo. Notwithstanding the existence of this Price Agreement, the City of Alamogordo

reserves the right to order any items required for emergency purpose from any party who can deliver such items to meet the requirements of the City of Alamogordo, without waiving or voiding any of the terms of this Price Agreement.

All prices shall be F.O.B. Destination to the City of Alamogordo. Contractor shall retain title and control of all goods until they are delivered and the Price Agreement coverage has been completed. All risk transportation and all related charges are the responsibility of the Contractor.

The vendor shall be responsible for all spillage which may occur during transit and unloading operations. The vendor shall immediately report spillage to the City of Alamogordo Purchasing office or Fleet Maintenance office and clean up the spillage according to EPA and State of New Mexico guidelines and requirements.

After contamination is discovered the vendor shall be responsible for removal of fuel from the City of Alamogordo property within twenty-four (24) hours. The vendor shall also be responsible for all cleanup required to the City of Alamogordo's property, storage facilities and equipment as a result of noncompliance with specifications. Furthermore, the vendor shall be fully responsible for any and all costs incurred by the City of Alamogordo's equipment that sustained damage, which is attributed to a contaminated fuel which the vendor has delivered.

Taxes:

The City of Alamogordo is exempt from paying federal excise taxes on gasoline and shall not reimburse the Contractor for any such expenses. Federal excise taxes shall be the sole responsibility of the Contractor. The Contractor shall be entitled to any credit or refund of excise taxes paid that is permitted under Section 6416 of the Internal Revenue Code of 1986.

Pricing Structure:

Prices bid shall be on a **per gallon** complete delivered price. Vendor's mark-up price shall include all vendors' cost. State gasoline tax, reservation and loading fee, taxes to be added to the invoice as separate items at time of delivery.

Any applicable tax shall be added to the Invoice only if the vendor is liable for tax

The O.P.I.S. price will be added at the time of delivery and should not be included in your bid offering.

Therefore, include **only** the items listed above in your bid. **Do not** include the O.P.I.S. rack price. All bids must be submitted to the 4th decimal, including even numbered price(s) being bid; for example a five cent (5) price would be expressed as .0500 **not** .05

All prices shall be based on the date of delivery and not on the date on which the order was placed.

All prices offered shall include all cost incurred in the delivery to the City of Alamogordo storage tanks.

Price verification and calculation will be based on the price of the O.P.I.S. at the time the product was received by the vendor.

Posted Terminal Price:

Posted terminal price documentation, verifying posted price shall be furnished with all invoices. Refinery depot must be clearly stated on the oil price information service (O.P.I.S.) rack sheet and rack sheet shall bear O.P.I.S. logo.

Invoices:

Invoices shall be accompanied by a copy of all specified posted terminal price documents which shall be dated the same date as the fuel delivery day.

Invoices not supported by all specified posted terminal price documents will be retained, and payment held in abeyance, until the required documentation is received. Failure to supply all specified posted terminal price documentation may be ground for non-issuance of future purchase orders.

Evaluation Factors:

Evaluation shall be **strictly** on bidder(s) mark up price for each item bid.

Example:

Using a delivery of 1,000 Gallons for example

O.P.I.S. rack price on date of delivery 2.2500= 2250.00

Vendor Mark Up Price: to include freight, delivery cost,

overhead etc.. **.0550=55.00**

Applicable Taxes .0185=18.50

State Tax .1700=170.00

Total 2493.50

City of Alamogordo:

500 Gallon Aboveground Storage Tank, unleaded gasoline
Golf Course 2351 Hamilton Rd.
Alamogordo, NM
Estimated annual usage: 1,150 gallons

500 Gallon Aboveground Storage Tank, diesel fuel
Golf Course 2351 Hamilton Rd.
Alamogordo, NM
Estimated annual usage: 1,225 gallons

10,000 Gallon Aboveground Storage Tank, diesel fuel
Otero-Lincoln Land Fill 4258 U.S. Hwy 54 South
Alamogordo, NM
Estimated annual usage: 40,000 gallons

500 Gallon Aboveground Storage Tank, diesel fuel
City of Alamogordo Convenience Center 224 La Velle Rd
Alamogordo, NM
Estimated annual usage: 1000 gallons

250 Gallon Aboveground Storage Tank, diesel fuel
250 Gallon Aboveground Storage Tank, unleaded gasoline
Alamogordo Regional Airport
3500 Airport Road
Alamogordo, NM
Estimated Usage:1000 gallons

**CITY OF ALAMOGORDO
INVITATION FOR BID**

Bids will be received by the City Purchasing Manager of the City of Alamogordo until 2:00 p.m., April 26th, 2022, for the following item (s)

BULK FUELS, CITY IFB NO. 2022-05

ITEM NO.	EST. QUANTITY	DESCRIPTION	TOTAL
1	1 gal	Unleaded Fuel: Vendor's Mark Up Price: to include freight, Delivery cost, overhead etc.	\$ _____
2	1 gal	No. 2 Dyed Diesel: Vendor's Mark Up Price: to include freight, Delivery cost, overhead etc. TERMS: Net 10 from date of invoice Delivered F.O.B. four different sites stated in bid documents.	\$ _____

The undersigned hereby offers to furnish and deliver the articles or services as specified at the prices and terms there stated and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer.

Name of Company _____

Business Address _____

City _____ State _____ Zip _____ Telephone(____) _____

Email _____ Fax # _____

Please print your name _____

Please Sign Your Name: _____

