



**ITB # 2019-698**

**ANNUAL CHEMICAL SUPPLY**  
**WATER / WASTEWATER TREATMENT**

**BID DUE DATE/TIME/PLACE:**

**Thursday, June 6, 2019, 3:00PM**

City of Aztec  
Attn: Purchasing Office  
201 W Chaco  
Aztec, NM 87410

**BID OPENING DATE/TIME/PLACE:**

Thursday, June 6, 2019 3:00 P.M.

City of Aztec  
Commission Room  
201 W Chaco  
Aztec, NM 87410

For further information contact:

Kathy Lamb  
Finance Director  
City of Aztec  
Phone: 505-334-7653  
Fax: 505-334-7649  
email: [klamb@aztecnm.gov](mailto:klamb@aztecnm.gov)

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NOTICE OF INVITATION TO BID  
City of Aztec, NM –  
ITB 2019-698 Annual Chemical Bid

The City of Aztec is accepting bids for the Annual Water/Wastewater Treatment Chemical Supply. Bid documents and specifications may be obtained online by accessing the City's purchasing webpage through [www.aztecnm.gov](http://www.aztecnm.gov) or by contacting Kathy Lamb at (505) 334-7653 [klamb@aztecnm.gov](mailto:klamb@aztecnm.gov). Sealed bids will be received by the City of Aztec at 201 W. Chaco, Aztec, New Mexico, 87410.

Bids are due Thursday, June 6, 2019 3:00 PM to the City of Aztec. Bids will be publicly opened on Wednesday, June 20, 2018 at 3:00 P.M. in the City Commission Room.

Offerors are responsible for monitoring the website referenced above for notifications of changes and addenda related to this solicitation.

**ACKNOWLEDGMENT OF RECEIPT FORM**

In acknowledgment of receipt of BID# **2019-698 Annual Chemical Bid**, the undersigned agrees that he/she has received a complete copy of the bid documents and specifications from the City's website or Vendor Registry.

The acknowledgment of receipt should be signed and returned to the Purchasing Office as soon as possible. Only potential Bidders/Offerors who elect to return this form will receive copies of all future communications, relating to, and including amendments to Bid **2019-698**, if issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to document this Bid.

Firm does/does not (circle one) intend to respond to BID **2019-698**.

If firm does not intend to reply, please give a brief reason for not responding. \_\_\_\_\_

\_\_\_\_\_

Return to:

Kathy Lamb  
Finance Director  
City of Aztec  
201 W. Chaco  
Aztec, New Mexico 87410  
Telephone Number: 505-334-7653  
Fax Number: 505-334-7649  
[klamb@aztecnm.gov](mailto:klamb@aztecnm.gov)

Faxed or emailed copies of this form will be accepted.  
Faxed or emailed **BID** responses **will NOT** be accepted

**INVITATION TO BID**

\_\_\_\_\_  
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. ELECTRONIC BIDS MUST BE SUBMITTED VIA VENDOR REGISTRY SOLICITATION LINK ON CITY WEBSITE: <http://www.aztecnm.gov/purchasing/office.html> SUBMITTING A "NO BID" IS NOT REQUIRED TO BE KEPT ON THE CITY'S BIDDERS LIST.**

Sealed bids will be received until Thursday, June 3, 2019, 3:00 PM and should be addressed to the City of Aztec Purchasing Office. Bids will be publicly opened on Thursday, June 3, 2019, 3:00 PM. in the City Commission Room. This bid is subject to the Purchase Order Terms and Conditions, Bidding Requirements and Specifications.

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

State of New Mexico for Resident Business Certification # \_\_\_\_\_ (copy of certificate **must be included** with bid submittal to be considered) and may be eligible for the 5% preference.

State of New Mexico for Resident Veterans Preference Certification # \_\_\_\_\_ (copy of certificate **must be included** with bid submittal to be considered) and may be eligible for 10% preference.

Payment Terms: \_\_\_\_\_% \_\_\_\_\_ Days; Net 30 Days After Receipt of Invoice  
(Discount Not Considered in computing low bid).

Federal Tax Identification Number: \_\_\_\_\_

**To be a valid proposal, Bidder must sign here:**

\_\_\_\_\_ **Title** \_\_\_\_\_

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 \_\_\_\_\_

## **I. GENERAL CONDITIONS**

1. **CONTRACT DOCUMENTS:** The contract documents shall consist of the Bid Documents, any Addenda issued prior to Bid Opening, the Bid Offer, the Notice of Award, the Purchase Order and any separate written agreement agreed to by the parties.

2. **EXAMINATION:** Bidders shall carefully examine the Contract documents and the maintenance sites to obtain first-hand knowledge of existing conditions. Bidders will not be given extra payment for conditions, which can be determined by examining the site and contract documents. It is mutually agreed that the Bidder has made the examinations, investigations and test required herein and has made provisions as to the cost in his bid.

3. **MATERIALS:** Unless otherwise stated, all materials shall be new and both workmanship and materials shall be of good quality.

4. **CORRECTION OF WORK AFTER FINAL PAYMENT:** Final payment shall not relieve the vendor of responsibility for faulty materials or workmanship and the vendor shall promptly remedy any defects due thereto.

5. **PERFORMANCE OF CONTRACT:** The vendor shall comply with all laws, ordinances, rules regulations and specifications that have a bearing on this contract.

6. **OPERATIONAL INSTRUCTION:** The bidder shall supply with their bid the latest printed specifications and advertising literature on the unit (s) they propose to furnish.

7. **STATE OF DELIVERY:** All goods shall be delivered completely serviced and ready for use.

8. **DELIVERY/COMPLETION DATE:** Time of proposed delivery of completion of work must be stated in definite terms. Time is of the essence in the placing of this order and the City of Aztec reserves the right to cancel all items not shipped or work not completed within the period agreed to by the vendor. In case of default of the successful bidder, City of Aztec may procure the items from other sources and hold the bidder responsible for any excess cost occasioned thereby.

9. **DELIVERY:** All materials will be delivered F.O.B. 201 Navajo Dam Road or 900 S. Oliver, Aztec, New Mexico 87410, unless otherwise stated in specifications, Monday through Friday, 8 AM to 4 PM.

10. **WARRANTIES:** The Bidder shall warrant and guarantee all workmanship performed by the Bidder and materials supplied by the Bidder for a minimum period of one (1) year from purchase date, unless otherwise specified in the specifications.

11. **DEFAULT:** In event of default by the contractor, the City reserves the right to procure the commodities and/or services from other sources, and hold the contractor liable for any excess cost occasioned thereby.

12. **FIRM PRICING:** Bid price shall remain firm for the entire contract period.

Guaranteed pricing is requested; please submit pricing guaranteed for twelve (12) months from the date of notice of award. Notice of award shall occur within 45 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.

13. **CANCELLATION:** The City may cancel the contract with the vendor at any time for vendor poor performance or vendor breach of contract. Cancellation shall not release the vendor from legal remedies available to the City.

14. **PAYMENT:** Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing.

15. **PROTEST:** Any protest concerning the award of a contract shall be decided by the Procurement Specialist. Protests shall be made in writing to the Purchasing Office and shall be filed within three (3) business days of final approval and acceptance of the bid by the City Commission. A protest is considered filed when received by the Purchasing Office. The written protest shall include the name and address of the protestor, the ITB number, a statement of the specific reasons for the protest and supporting exhibits. The Purchasing Specialist will respond to the written protest within seven (7) days. The Purchasing Specialist's decision relative to the protest shall be final.

Upon receipt of a protest the City may, but is not required to, delay its order under the awarded contract.

16. **RESERVATION OF RIGHTS:** The City of Aztec reserves the right to reject any or all bids failing

to meet the City's specifications or requirements and to waive technicalities. If in the City of Aztec's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the City of Aztec. In determining the lowest responsible bidder, the City shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the City and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the ITB will result in the disqualification of the bid from further consideration.

The City reserves the right to make single or multiple awards.

The City further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and shall be made in the best interest of the City.

**17. TERMINATION, CANCELLATION AND DAMAGES:** This contract may be terminated upon mutual agreement of both parties.

If the City terminates this Contract because of the Contractor's breach, the City shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The City may offset these additional costs against any sums otherwise due to the Contractor under this bid or any unrelated contract.

If the City of Aztec fails to appropriate funds to enable continued payment of multi-year Contracts the City may cancel, without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.

**18. TRANSFER OF OWNERSHIP OR ASSIGNMENT:** The terms and conditions of this contract shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments the City of Aztec must be notified and approve same in writing.

**19. VENUE:** By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in City of Aztec, New Mexico and that New Mexico law will control.

## **END OF GENERAL CONDITIONS**

### **II. SPECIAL CONDITIONS**

#### **DELIVERY REQUIREMENTS:**

All deliveries shall be made Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. local time.

Seller will notify Buyer before making any changes or substitutions of materials and quantities specified on the Purchase Order with cost of cover to be paid by Seller.

#### **PREPARATION OF BIDS:**

Bidders are not required to provide quotes for every chemical listed on the proposed sheet but shall clearly mark quotes in the correct spaces provided for the chemicals bid. The City of Aztec may award separate chemicals to separate bidders or all chemicals to one bidder, depending on prices quoted for each chemical.

#### **DEMONSTRATION:**

Pre demonstration of a substitute product may be required to determine suitability for our needs.

#### **RENEWAL & EXTENSION:**

The contract will not be subject to renewal or extension.

#### **SUBCONTRACTORS:**

No Subcontractors will be allowed.

#### **VENDOR QUALIFICATIONS:**

Upon request, the vendor shall provide a general history, description and status of their Company.

#### **CONTAINER DEPOSITS:**

The City shall not be charged for container deposits on chemicals.

**CONTAINER REMOVAL:**

Seller shall be required to remove empty chemical containers at the same time of chemical delivery.

**NON-TAXABLE TRANSACTION:**

The chemicals are non-taxable to the City of Aztec. A non-taxable certified, if not previously issued, will be issued to successful bidders.

***END OF SPECIAL CONDITIONS***

**III. INSTRUCTIONS TO BIDDERS**

**ON-LINE NOTIFICATION OF SPECIFICATIONS:**

This document is available over the Internet at [www.aztecnm.gov](http://www.aztecnm.gov), Vendor Registry, as well as from the contact listed in this document. Adobe Acrobat® Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat® Reader, you may download it for free from Adobe at [www.adobe.com/products/acrobat/readstep.html](http://www.adobe.com/products/acrobat/readstep.html)

The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

**ALTERNATE/EQUAL BIDS:**

The specifications cannot cover precisely, all minute details of the items required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The City of Aztec, for cost effective measures, standardizes on specific items; those bids will contain the language "NO SUBSTITUTIONS," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "NO SUBSTITUTIONS" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature.

Bidders submitting alternate items, of equal specifications, may be requested to provide samples of the item they intend to supply for testing. The Purchasing Agent of City of Aztec shall be the sole

judge to determine whether the alternate item is actually equal to the item identified in the specifications and the Purchasing Agent's decision will be final and binding.

The City recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the City. Alternates will be compared to the lowest responsive, responsible bid as specified.

**FACSIMILE/E-MAIL TRANSMITTALS:**

Facsimile and/or e-mail transmitted bids will NOT be accepted by the City of Aztec.

**INTERPRETATION OF CONTRACT DOCUMENTS:**

If a potential Bidder is uncertain as to the meaning of any part of the specifications or this ITB, the bidder is expected to contact the Purchasing Agent no less than four (4) days prior to bid opening date.

**PREPARATION OF BIDS:**

The Bidder shall return bid on the attached bid forms. It must be returned with all pages intact. Please make and retain a copy of the signed bid for your records. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, shall be correctly filled in. Either a unit price or a lump sum price, or both as the case may be, shall be stated for each and every item, either typed in or printed in ink, in figures, and if required in words. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

When a bid consists of a number of items, prices must be submitted for all items unless otherwise directed in the Special Conditions.

Where unit prices are to be bid, and/or where bids are to be made on more than one item, the Bidder shall extend the unit price(s) bid in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the bid and shall indicate same on the proposal pricing page. The Bidder must bid in accordance with the unit(s) of measure called for unless deviation procedure is followed. All extensions and total sums are subject to verification by the City and the correct extensions and sums will be used in the comparison of bids. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail.

Where unit prices are requested, the quantities stated

are approximate only but will be used to determine bid award. The quantities for all items on which bids are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Bids will be compared on the basis of number of units stated in the Bid Pricing Section. Contract payment for unit price items will be based on the actual number of units delivered.

In certain cases, amounts are to be shown in both words and figures. When discrepancies occur between the "Written in Words" and the "In Figures" amounts for the total lump sum bid amount, the "Written in Words" shall govern.

Bidders are warned against making any erasures or alterations of any kind, and bids that contain omissions, erasures, conditions, or alterations may be rejected. The bidder must fill in all blanks. Use "N/A" or "None" where applicable.

Pursuant to Section 13-1-108 NMSA 1978, the total amount of the bid shall exclude the applicable state gross receipts tax or applicable local option tax. The OWNER will pay for any taxes due on the Contract and will pay any increase in applicable which become effective after the date the Contract is entered into in addition to the Bid total.

Taxes shall be shown as a separate amount in each billing or request for payment made under contract and shall separately identify each tax being billed.

If the Bidder is a corporation, the President shall execute the bid. In the event that the bid is executed by other than the President, a certified copy of that section of the corporate bylaws or other authorization by the corporation, which permits the person to execute the offer for the corporation, shall be submitted.

If the Bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Procurement Manager shall be submitted.

If the Bidder is a sole proprietor, the owner shall execute the bid.

A "Partnership" or "Sole Proprietor" operating under an Assumed Name shall be registered with the State of New Mexico.

### **RESIDENT CONTRACTOR PREFERENCE**

Per Senate Bill 1, signed by Governor Martinez on October 5, 2011, all resident contractors, wishing to

obtain in-state preference, are required to obtain a preference number with the New Mexico Department of Taxation and Revenue. All preference numbers issued prior to January 1, 2012 are invalid. It will be the sole responsibility of the Bidders requesting consideration for Resident Preference to obtain approval and a certification from the New Mexico Department of Taxation and Revenue prior to the bid opening date.

In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 and effective July 1, 2012, a resident veteran's business preference has been implemented. The Taxation and Revenue Department (TRD) will be issuing a three (3) year certificate to each qualified business. Businesses are required to reapply to TRD every three (3) years with the proper documentation to renew their certificate.

This preference is separate from the in-state preference and is not cumulative with that preference.

### **SUBMISSION OF BIDS:**

Bids shall be submitted at the time and place indicated in the invitation to Bid. Bids may be submitted via Vendor Registry or direct to the City Purchasing Office.

Bids submitted directly to the City of Aztec shall be in an opaque sealed envelope, addressed to the CITY OF AZTEC, marked with the Bid number, Project title, and opening date. If forwarded by mail, the sealed envelope containing the Bid may enclosed in another envelope addressed to the CITY OF AZTEC at the address stated in the Advertisement for Bids.

Bids submitted via Vendor Registry shall be submitted through the Solicitation link available on the City's website:  
<http://www.aztecnm.gov/purchasing/office.html>

The City of Aztec reserves the right to accept or reject any or all Bids.

Bids received after the date and time in the Invitation to Bid will be returned to sender unopened. Vendor Registry will reject any bids not submitted by the date and time in the invitation.

You must allow sufficient time for processing through the City's internal mailroom system. Be advised the City of Aztec is not included in a guaranteed morning delivery area.

### **WITHDRAWAL OF BIDS**

Any Bid may be withdrawn prior to the scheduled time

for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid after the Bid opening until the time for award stipulated below has expired. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the bidder.

#### **CONTRACT AWARD INFORMATION:**

Award notification will be sent to the vendor receiving the award via mail and/or email. Award status can be viewed at the City's Purchasing webpage at <http://www.aztecnm.gov/purchasing/office.htm> or Vendor Registry.

The above bid status information can also be obtained by contacting the Finance Director at (505) 334-7653 or email [klamb@aztecnm.gov](mailto:klamb@aztecnm.gov).

#### **IV. SPECIFICATIONS**

1. All chemicals shall comply with the most current AWWA specifications.
2. Safety Data Sheets (SDS) shall be submitted with each bid. Please mark SDS pages with Item # as shown on bid sheet.
3. Additional SDS copies shall be supplied to the using departments at the time of the first order delivery.
4. Bid price shall include delivery to the using department. All chemicals shall be delivered on an "on-demand" basis. Reasonable lead-time, five (5) working days, maximum will be allowed. Please specify anticipated lead time required on bid form. **All empty totes shall be picked up by the vendor at the vendors cost at the time of each chemical delivery.**
5. Failure to perform may result in a thirty (30) day written notice of cancellation.

#### **V. AWARD**

Award will be made to the most responsive, responsible and qualified vendor with the bid most closely conforming to the solicitation, whose selection will be most advantageous to the City.

In determining responsiveness, responsibility and qualifications, the following items, will be considered by the City.

A. The bid which offers all specifications requested and has the least overall cost to the City of Aztec.

B. Bidder's experience and references.

Upon request, the bidder shall supply the City of Aztec with references and/or information to justify qualifications.

**BID FORM**

**City of Aztec  
2019-698 Annual Chemical Bid  
Bid Due Thursday, June 6, 2019 3:00 P.M.**

The City reserves the right to award items to multiple vendors as may be determined to be in the City's best interest.

Item #	Item	Unit of Issue	Anticipated annual usage	Guaranteed Bid Price Per Unit through June 30, 2020	Delivery time from placing of order
Delivery to Water Treatment Plant, 201 Navajo Dam Road, Aztec NM 87410					
1	Liquid Aluminum Sulfate 48% (bulk-truckload)	Liquid ton	100 bulk tons	\$ /liq.ton	
2	Sodium Hypochlorite – 10% solution	Bulk Gallons	10,000 gal	\$ /bulk gallon	
Delivery to Wastewater Treatment Plant, 900 S Oliver, Aztec NM 87410					
3	Ferric Chloride – UN2582 40% Solution Strength	270 gallon tote	30,000 gal	\$ /tote	
4	Clarifloc C4266 Or equivalent (polymer)	drum	8 drums	\$ /drum	
5	Methanol	gallon tote	6,000 gal	\$ /tote	

Acknowledge that bid includes:

\_\_\_\_\_ All chemicals shall comply with the most current AWWA specifications.

\_\_\_\_\_ Safety Data Sheets (SDS) shall be submitted with each bid. Please mark SDS pages with Item # as shown on bid sheet. Additional SDS copies shall be supplied to the using departments at the time of the first order delivery.

\_\_\_\_\_ Bid price shall include delivery to the using department. All chemicals shall be delivered on an "on-demand" basis. Reasonable lead-time, five (5) working days, maximum will be allowed. Please specify anticipated lead time required on bid form. **All empty totes shall be removed by the vendor at the vendors cost at the time of each chemical delivery.**

\_\_\_\_\_ Failure to perform may result in a thirty (30) day written notice of cancellation.

\_\_\_\_\_ All deliveries shall be made Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. local time.

The Bidder agrees to supply the items as described above and in the contract specifications under the conditions outlined in attached documents for the amount stated above.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

X \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**CORPORATE SEAL**  
(If available)

\_\_\_\_\_  
(Printed Name & Title)