



RETURN INVITATION TO BID:
 City of Carlsbad
 (Hand Deliver, FedEx and UPS Only)
 101 N. Halagueno, Room 114
 Carlsbad, NM 88220
 (Standard Mail Only)
 PO Box 1569

GSD/PD (Rev. 03/14)

Carlsbad, NM 88221-1569

Invitation to Bid Price Agreement

Title:

Bid number: 2020-08
 Agency requested delivery: As Requested

Commodity code(s): 89095, 89087, 89077, 89065,
 89053, 89027, 89021, 89001

Commodity Name: Sludge or Rotary Fan Press

Bid Type : Formal Sealed Bid Opening

Place: 101 N. Halagueno, Carlsbad, NM 88220
 Bid opening date: May 5, 2020
 Time: 2:00 p.m.

If you have questions regarding this Bid, please contact:
 Procurement Manager: Matt Fletcher, CPO
 Email - msfletcher@cityofcarlsbadnm.com
 Telephone No.: 575-234-7905

Ship To: 45 Tell Tale Lane, Carlsbad, NM 88220 Invoice: City of Carlsbad c/o Accounts Payable PO Box 1569 Carlsbad, NM 88221-1569
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Bidder MUST complete and sign the following in order for Bid to be valid:

Company name: _____ Address: _____
 Telephone no. : _____
 Federal tax ID#: _____
 Signature: _____ Print or type name: _____

Additional Bidder Information

Applications for in-state preference will no longer be processed through the State Purchasing Division. All resident businesses, veterans, and contractors will have to obtain preference number(s) with the NM Department of Taxation & Revenue. In order for the appropriate preference to be applied to any solicitation, there must be no federal funds involved, and vendor must submit a copy of their preference certificate with each solicitation. Applications are available for download at:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

Veterans Only: The Resident Veterans Preference Certification enclosed herein **must** be completed and returned with bid in order to receive the preference.

E-mail: _____

Payment terms: Net 30 days

FOR MAILED-IN BIDS: Important- bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. (Note: "No Bid" does not require a return of this document.) Sealed bids will be received at the above address until the above specified date and local time, and then publicly opened at the location specified above.

This Bid is subject to the "Terms and Conditions," shown on the reverse side of this page, and "Additional Bidding Instructions," if any.

If applicable, Bidder acknowledges receipt of the following amendments(s):
 Amendment No. _____ Dated _____ Amendment No. _____ Dated _____

City of Carlsbad
Purchasing Department
Standard Terms and Conditions
(Unless otherwise specified)

1. **General:** When the City of Carlsbad Chief Procurement Officer or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the Procurement Officer or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City.
4. **City Furnished Property:** City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within thirty (30) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for Non-conformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The City of Carlsbad Procurement Officer or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall 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 order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping, and Invoicing:**
 - a. The City purchase order number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: purchase order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the City of Carlsbad Accounts Payable Department and NOT the City Procurement Officer. .
11. **Default:** The City reserves the right to cancel all or any part of this order without cost to the City, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such

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causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City Procurement Officer or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the City of Carlsbad must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the City of Carlsbad in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope and returned to the City of Carlsbad Procurement Officer. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written proposal to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the City. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The City shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the City. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the City of Carlsbad upon request. The City shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

City of Carlsbad
Purchasing Department
Standard Terms and Conditions
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Important Bidding Information

All Bidders must notify the City Procurement Officer or his/her designee if any employee(s) of the City or elected City officials have a financial interest in the Bidder:

No financial interest **Yes financial interest**

If yes specify by name: _____

Bid tabulations will be posted to our website approximately twenty-four (24) hours after bid opening date. To access go to <http://www.cityofcarlsbadnm.com/purchasing.cfm>

Failure of Bidder to complete bidding documents, in accordance with all instructions provided, is cause for this office to reject their bid.

Brand names and numbers are for reference only; equivalents will be considered. If bidding "equivalent" bidders must be prepared to furnish "complete data" upon request, preferably with bid, to avoid delay in award.

Specifications on the bid are not to exclude any bidder or manufacture. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized ONLY if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him from submitting a proposal on this bid, it is requested that his opinion be made known to the City Procurement Officer or his/her designee, in writing, at least seven (7) days prior to the bid opening date.

Bidders must, upon request of the City Procurement Officer or his/her designee, provide information and data to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The City Procurement Officer or his/her designee reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the State of New Mexico. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

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Awards

Determination of Lowest Bidder-Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the City in accordance with the specifications and terms & conditions set forth in the Invitation to Bid. The City of Carlsbad reserves the right to award this Invitation to Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in his/her judgment, best serves the interest of the City of Carlsbad.

The City Procurement Officer or his/her designee reserves the right to accept and/or reject any and all bids, to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the City of Carlsbad.

Special Notice-To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes; such corrections must be properly identified and signed or initialed by Bidder. Resubmittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the City Procurement Officer or his/her designee.

F.O.B. Destination-Means goods are to be delivered to the destination designated by the user which is the point at which the user accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause bid to be declared nonresponsive.

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact Matt Fletcher, CPO (575-234-7905) of this office at least five (5) working days prior to the scheduled bid opening.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the City exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

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D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE 0-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE 0-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent repayment submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the City of Carlsbad Purchasing Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PEJ0-249 and PE250 worksheet is available at the following website:
<http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx>

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Instructions to Bidders

1. Bid pricing must be exclusive of any applicable gross receipts tax.
2. Bids must be received in a sealed envelope or package.
3. Bids must be clearly marked on the outside of the envelope: "Bid No. 2020-08"
4. Bids must be received by the due date and time indicated on the bid form. Late bids will not be accepted.
5. The campaign contribution form must be submitted with your bid, even if no contributions were made. Failure to return the signed campaign contribution form will disqualify the bid from consideration.
6. The financial interest disclosure statement must be submitted with your bid. Failure to do so will disqualify the bid from consideration.
7. Proof of liability insurance coverage in the minimum amount of \$1,000,000 must be provided with the bid.
8. In order to receive credit for any applicable resident business preference, a copy of the Resident Business Preference Certificate must be included with the bid submittal.
9. The City Council reserves the right to reject any or all bids received and, in the case of ambiguity or lack of clearness, to determine the best bid or to reject the same.
10. The Procurement Code, Sections 13-1-128 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violations. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities or kickbacks.

BID SPECIFICATIONS

Item Description: The City of Carlsbad is requesting a piece of equipment to thicken bio-solids at the wastewater plant. All specifications listed should be considered as minimum required.

Bidder should bid a piece of equipment that at a minimum meets the desired characteristics listed below:

1. The bio-solids to be thickened are from an aerobic digester, the solids concentration is between 2.5-3.5% solids.
2. The thickening machine shall produce a finished cake between 17-25% solids.
3. The thickening machine shall be skid mounted.
4. The dimensions (footprint) shall be no larger than 15'x 17'. The height shall be not be higher than 8'.
5. The volume of bio-solids processed must be able to through-put at least 140 gpm.
6. The electrical requirements of the machine shall not exceed 40 full load amps.
7. The contractor shall provide at least 24 hours of on-site start-up and training.
8. Manufacturer of the thickening process should have at least 100 machines of the comparable processes currently operating in the United States.
9. Spare parts must be available in the United States.
10. All equipment specified shall be by manufacturer located in the United States and qualified in the production of the major equipment items to be furnished.
11. The manufacturer shall warrant, in writing, that all equipment supplied by them shall be free from defects in material and workmanship for a minimum period of at least twelve (12) months from the date of approved start-up not to exceed eighteen months from the date of delivery or two thousand (2080) operating hours whichever occurs first.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for **professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. 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 a 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.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 unreimbursed 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.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"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.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business 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.

CURRENT CITY OF CARLSBAD ELECTED OFFICIALS

Mayor – Dale Janway
Municipal Judge – Collis Johnson

City Council Ward 1
Edward T. Rodriguez
Lisa A. Anaya-Flores

City Council Ward 3
Jason Chavez
Leo Estrada

City Council Ward 2
Jason Shirley
Judith Waters

City Council Ward 4
Wesley Carter
Mark Waltersheid

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Name(s) of Applicable Public Official(s) if any:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

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)

BID FORM

Bid 2020-08

Company Name: _____

Mailing Address: _____ City _____ State ____ Zip _____

Bidder Contact Name _____

Contact Email Address _____

Phone Number _____

Bidder Federal Tax ID # _____

Bid Price (excluding sales tax) \$ _____

Estimated Delivery Date: _____

Bidder should list below any exceptions to the minimum specifications for the equipment as listed on Page 8 under Bid Specifications.

Exceptions:

I, _____ (print name) submit the following bid, acknowledging receipt of all addenda (if any) and certify that the bid presented meets or exceeds the minimum specifications (excluding noted exceptions).

Signature _____

Date: _____