



February 13, 2022

To Whom It May Concern:

The City of Alamogordo is interested in receiving your sealed bid for “Weed Abatement” as described herein, for the City of Alamogordo.

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 April 1, 2022 through March 31, 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. 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.

Sealed bids will be received until 2:00 p.m., February 24, 2022 at the Purchasing Department located at 2600 N. Florida Avenue, Alamogordo, NM 88310. Please mark clearly on the outside of your sealed envelope **“IFB No. 2022-02 Weed Abatement”**.

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 - Form (Attachment B) and Certificate
 - b. New Mexico In-State Business - Certificate
 - c. Local Business Preference – Business License

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.

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. Deliveries to 2600 N. Florida Avenue may be made between the hours of 8:00 a.m. to 12:00 a.m., and 1:00 p.m. to 3:00 p.m.
4. No partial deliveries will be accepted on any one item; deliver complete.
5. 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).
6. 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.
7. Packing slips must accompany all shipments and indicate the purchase order number.
8. 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.
9. Include any written manufacturer guarantees and warranties. Also, include any written guarantees or warranties from the bidder.
10. 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.
11. **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.

12. 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.
13. Delivery is requested within 30-45 days after the receipt of the purchase order, unless otherwise stated in the IFB.
14. Notify Central Receiving at (575) 439-4242, at least one working day prior to delivery.
15. All questions about the meaning or intent of the Contract Documents shall be submitted via email to bpyeatt@ci.alamogordo.nm.us or cgebhardt@ci.alamogordo.nm.us. **Questions received after 4:00 p.m. on February 18, 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 BID NON-COMPLIANT.

16. Any contract over \$25,000.00 "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".
17. 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.

Insurance Requirements

Public Liability and Automobile Liability Insurance

- A. General Liability:** Bodily Injury Liability and Property Damage Liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

Bodily Injury Liability:

\$500,000 each occurrence

\$1,000,000 aggregate

Property Damage Liability:

\$500,000 each occurrence

\$1,000,000 aggregate

II. Workers' Compensation Insurance

The CONTRACTOR shall also carry Workers' Compensation Insurance or otherwise fully comply with the provisions of the New Mexico Workmen's Compensation Act and Occupational Disease Disablement Law.

III. Owners' Protective Liability Insurance

The CONTRACTOR shall purchase Standard Form Owners' Protective Liability insurance naming the OWNER as the name insured, with limits of liability applicable in full to the subject project as follows:

Bodily Injury Liability:

\$500,000 each occurrence

Property Damage Liability:

\$100,000 each occurrence

Property Damage and Bodily Injury Combined:

\$1,000,000 aggregate

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.

“Contact” 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)

RESIDENT VETERANS PREFERENCE CERTIFICATION

To receive a Veterans Preference pursuant to Section 13-1-21 and 13-1-22 NMSA 1978, a resident veteran's business shall submit with its proposal a copy of a valid "Resident Veterans Preference Certification" issued by the Taxation and Revenue Department. For the purpose of scoring points, the State of New Mexico General Services Department Purchasing Division Policy Memo FY13-001 shall apply to a proposal submitted by a resident veterans business. For information on obtaining a Resident Veterans Preference Certificate, the offeror should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, NM 87502-5374, telephone (505) 827-0951.

IN-STATE PREFERENCE (RESIDENT BUSINESS)

To receive a resident business preference pursuant to Section 13-4-2 NMSA 1978, an offeror shall submit with its proposal a copy of a valid resident business certificate issued by the taxation and revenue department. For a proposal submitted by a resident business with the required Resident Business Certificate, in addition to the total points on an RFP, 5% must be added for preference points.

For information on obtaining a resident business certificate, the offeror should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951 or on the web at

<http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>

Bid Evaluation Criterion For Area Business – Local Business Preference

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. The Local Preference provides that bids for the purchase of goods or services received from an Area Business are multiplied by a Local Preference Factor of 0.90 while a proposal submitted by an Areas Business is multiplied by a Local Preference Factor of 1.10

Respondents must identify the Area Business and describe in detail the extent of their participation in the project. The Area Business must have a substantial involvement in the project team, such as the design professional, the general contractor, or the operator, in order to receive the Local Preference. In the event the City elects to shortlist no more than four Respondents to submit proposals for design/build services only, the Area Business must be part of the design/build team to receive a Local Preference.

The complete Ordinance No. 1490, Bid Evaluation for Area Businesses, can be viewed at <http://ci.alamogordo.nm.us/AssetsOrdinance+No.+1490.pdf>

Attachment B

RESIDENT VETERANS PREFERENCE CERTIFICATION

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

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

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

All Bidder Preferences

Select Only One Option per Bid

Resident Veterans Preference

Certificate and Attachment "B" 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.

City Business Registration No. _____

Is Subcontractor Residential Preference being claimed? _____ YES _____ NO

City Registration Number Must be entered.

City Business Registration No. _____

SCOPE OF SERVICES

To provide a comprehensive herbicide application program for 81 acres throughout the water production and wastewater reclamation system using pre-emergent and post-emergent herbicides. The Contractor must provide the following:

- Written herbicide application schedule
- Stated method of application
- List of chemicals to be used
- SDS for all chemicals to be used
- Written inspection schedule

The City of Alamogordo Utilities Department is seeking a comprehensive annual herbicide application/weed abatement program. All facilities listed herein will be kept entirely weed-free. The Contractor shall be solely responsible for scheduling and maintaining site visits to evaluate the current status of any weed growth at each facility. If the Utilities Department determines that additional herbicides need to be applied, or if weed growth becomes excessive, this shall be the sole responsibility of the Contractor and must be included in the site's invoice. In addition, there may be an opportunity for other additional locations to be added at an additional negotiated cost at the Utilities Department's sole discretion.

The Contractor shall not apply any herbicide outside of the boundaries of those specified herein. The Utilities Department sites listed herein will include:

- La Luz Compound
- West Side Compound
- Green Compound
- Callahan Compound
- Lower Heights Compound
- Upper Heights Compound
- Foot Hills Compound
- Upper Alamo Compound
- Lower Alamo Compound
- Ocotillo Compound
- Golf Course Compound
- Prather Compound
- Griggs Compound
- Lavell Compound
- Wastewater Reclamation Compound
- Airport lift Station
- Mesa Verde Lift Station
- Desert Lakes Compound
- RO Plant Compound
- Snake Tank

At all facilities, the following will be sprayed: all roads leading in & out of the facility, water tank compounds, lift station compounds, water, and wastewater plant compounds, building compounds, surrounding wall perimeters, fence lines, spillways, driveways, cracks & crevices. The Utilities Department will require the Contractor to supply all equipment, tools, materials, mechanical machinery, and all labor and safety equipment to perform herbicide application and eradication services.

The Contractor shall provide all chemicals. Chemicals must be applied according to the manufacturer's recommendations and comply with all ordinances and governing agencies. The Contractor shall provide the Utilities Department with SDS sheets prior to spraying. A copy of

the SDS sheets shall be provided in this submittal of chemicals the Contractor will spray at the facilities. All herbicide applications by the Contractor shall be under the direct supervision of a person possessing a license or certification with endorsements by the State of New Mexico Department of Agriculture as a Commercial Pesticide Applicator. A copy of the license shall be provided to the Utilities Department and is to be included in the submittal. All Contractor's employees shall handle herbicides in accordance with all applicable federal, state, and local laws, regulations, and local requirements while on the job site.

**City of Alamogordo
BID SCHEDULE**

Bids will be received by the City Purchasing Office, 2600 N Florida, Alamogordo NM 88310 until 2:00 p.m., February 24th 2022, for the following item (s)

IFB NO. 2022-02 Weed Abatement

ITEM NO.	Estimated Quantity	DESCRIPTION	Price per Acre	TOTAL
1	81 Acre	Herbicide Application per Scope of Work	\$ _____	\$ _____
		PAYMENT TERMS: Net 30 after receipt of invoice		

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 _____ By _____

City _____ State _____ Zip _____ Telephone (____) _____

Fax Number _____ Email: _____

Signature _____

Please print your name & title _____