



*City of Alamogordo*

Purchasing Department 2600 N. Florida Ave. Alamogordo, NM 88310 (575) 439-4115 Fax (575) 439-4117

September 23, 2018

To Whom It May Concern:

The City of Alamogordo is interested in receiving your sealed bid for **Miscellaneous Foods, Dairy Products, and Items** for the Alamogordo Senior Center Nutrition Program.

## **REQUIREMENTS**

1. This is a fixed price, estimated quantity contract for the six month period of November 07, 2018 thru May 07, 2019.
2. The bid will be awarded on an **ITEM BY ITEM** basis to the low bidder who meeting specifications and requirements.
3. Vendors are reminded that the quantities are an estimated requirement and that the City of Alamogordo reserves the right to increase or decrease quantities as necessary to meet the needs of the Nutrition Program.
4. Bids shall be a firm price for the quantities and/or time specified which will be subject to the escalator provision contained in the Instructions and Conditions. Bidders must specify packaging size, and list the item numbers of each item. **All units, extensions, & total prices are to be filled out. Attachment "A" Campaign Contribution Disclosure Form and Attachment "B", Resident Veterans Preference Certification must be submitted if applicable. Failure to submit with the bid proposal may result in disqualification of the bid. Please type or legibly print all prices.**
5. All canned goods must be from U.S. Agricultural Commodities and other foods produced in the United States for use in the Food Industry. Exceptions to this are coffee, tea and cocoa.

6. Deliveries shall be made between the hours of **6:30 a.m.** and **2:00 p.m.**, to:

Alamogordo Senior Center  
2201 Puerto Rico Ave.  
Alamogordo, NM 88310

All invoices are to be sent to this address with purchase order numbers for processing.

7. **Vendors shall supply the exact items listed in the bid submission. Substitutes will not be acceptable. In the case of an unacceptable order, the City will reject the shipment. The City reserves the right to purchase those items from another vendor, charging the difference in pricing to the vendor under contract with the City.**
8. Payment terms are Net 30 ARO.
9. **All shipping or additional charges are to be included in bid price. No extra charges will be allowed.**

Sealed bids must be received no later than **2:00 p.m. October 23, 2018**, at the Office of the Purchasing Manager, 2600 N. Florida Ave., Alamogordo, NM 88310. Bids will be opened at this time. The bid will be awarded by the City Commission at their regularly scheduled meeting. Please mark clearly on the outside of the sealed bid, **"IFB No. 2018-04 Miscellaneous Foods, Dairy Products, and Items"**.

## 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 submission.

#### 3. SUBMISSION OF BIDS

- A. Bidder shall submit 1 hard copy, and 1 electronic copy of bid schedule.
- B. 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.
- C. 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.
- D. 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.

#### 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.
- I. Bid prices must be firm for a period of at least ninety (90) days after the bid opening date.

**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.
- 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. 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 fax (575) 439-4117 or e-mail [cquairoli@ci.alamogordo.nm.us](mailto:cquairoli@ci.alamogordo.nm.us) **Questions received after 12:00 p.m. October 15, 2018, will not be answered.** Submitted questions will be answered by formal written addenda and will be binding. Oral clarification will not be binding. Each Addenda shall be made part of the Contract Documents to the same extent as though contained in the original documents and itemized listings thereof. On the Bid Proposal, each BIDDER shall acknowledge receipt of each Addenda.
16. Is Residential Preference being claimed? \_\_\_\_\_ YES          \_\_\_\_\_ NO

**To qualify for Residential Preference, you must be in compliance with Alamogordo City Ordinance No. 1009.**

**City Business Registration No.** \_\_\_\_\_

17. 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".
18. If this bid involves the employment of mechanics or laborers, and no bids under \$60,000.00 are received, the project will be rebid under the New Mexico Public Works Minimum Wage Act.

## **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.

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

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



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)

## **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 bid a copy of a valid "Resident Veterans Preference Certification" issued by the Taxation and Revenue Department. For the purpose of awarding, the State of New Mexico General Services Department Purchasing Division Policy Memo FY13-001 shall apply to a bid submitted by a resident veterans business. For information on obtaining a Resident Veterans Preference Certificate, the bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, NM 87502-5374, telephone (505) 827-0951.

**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.

**Attachment "C"**

**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. \_\_\_\_\_

## **General Specifications**

### **Grade A or Number 1 Quality ONLY**

#### **For Canned Fruit, Canned Juices, Canned Vegetables, and Canned Fish:**

1. Goods must be of the latest pack.
2. Goods must be of the U.S.D.A. grade specified. U.S.D.A. verification of grade may be requested.
3. Swollen, rusted or dented cans are to be replaced at no charge or credited to City if vendor is notified within three (3) months of delivery date.
4. Products not covered by U.S.D.A. grades are to be of the best commercial quality.

#### **For Dairy Products and Eggs:**

1. Fresh, must be U.S. Grade "A" and so identified.
2. Frozen, must be delivered completely frozen & show no evidence of re-freezing. Containers must be sound and clean.

#### **For Dried Fruit, Legumes, and Rice:**

1. Must be of the latest crop, prepared from clean, sound, properly matured fruit.

#### **For Frozen Fruits, and Juices:**

1. U. S. Grade "A". Sugar added as specified. All fruits are to be reasonably free from pathological, or mechanical injury and harmless extraneous material.
2. Free from insects, must be delivered completely frozen and show no evidence of refreezing. Containers must be sound and clean.
3. Latest pack.

#### **For Frozen Vegetables:**

1. U. S. Grade "A". Latest pack. All vegetables are to be reasonably free from pathological, or mechanical injury and harmless material.
2. Free from insects, must be delivered completely frozen and show no evidence of refreezing. Containers must be sound and clean.

#### **For All Meats:**

1. Must be Federal Quality graded "USDA Choice".

#### **For Poultry and Fish:**

1. Must be graded "US Grade A" and so identified.

#### **For Spices:**

Shall be prepared in accordance with best commercial practice, under strict sanitary conditions from clean, sound, pure products and made from true aromatic vegetable substances from which no portion of any volatile or other flavoring principle has been removed, and shall be free from artificial coloring, adulterants and impurities. The aroma and characteristic qualities shall be true to name, and where indicated, milled spices shall be uniformly ground.