



**INVITATION TO BID
ReBID ITB # 2019-663**

Western Red Cedar Poles

BID OPENING DATE/TIME/PLACE:

October 16, 2018 @ 4:00 P.M.
City 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

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INVITATION TO BID

BID NOTICE

ADVERTISEMENT FOR BIDS

Re-Bid ITB 2019-663 Western Red Cedar Poles City of Aztec, New Mexico

The City of Aztec is accepting bids for various sizes of treated Western Red Cedar poles for use by the City Electric Department. Bid documents and specifications may be obtained online by accessing the City's purchasing webpage through www.aztecnm.gov, Vendor Registry or by contacting Kathy Lamb at (505) 334-7653, klamb@aztecnm.gov. Sealed bids will be received by the City of Aztec Purchasing Office at 201 W. Chaco, Aztec, New Mexico, 87410 until Tuesday, October 16, 2018, 4:00 PM. Bids will be opened on October 16, 2018 at 4:01 p.m. in the City Commission Room.

CITY OF AZTEC
Aztec, New Mexico 87410
Kathy Lamb

Publication: Daily Times, October 2, 2018

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. 402 S Lightplant Road, Aztec, New Mexico 87410, unless otherwise stated in specifications, Monday through Thursday, 7 AM to 5 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 sixty (60) days from the date of notice of award. Notice of award shall occur within 60 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 Thursday between the hours of 7:00 a.m. and 5:00 p.m. local time. Notification of delivery must be made 24 hours prior to delivery to 505-334-7667.

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 product listed on the proposed sheet but shall clearly mark quotes in the correct spaces provided for the bid. The City of Aztec may award separate products to separate bidders or all products 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.

NON-TAXABLE TRANSACTION:

The products included in this bid are taxable to the

END OF SPECIAL CONDITIONS

III. INSTRUCTIONS TO BIDDERS

ON-LINE NOTIFICATION OF SPECIFICATIONS:

This document is available over the Internet at 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

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.aztecm.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.

IV. 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.

V. SPECIFICATIONS

The City of Aztec seeks to purchase one hundred (100) butt-treated Western Red Cedar poles for use by the City's Electric Department.

Items Required:

- 40 foot Class 3 Quantity: 60
- 45 foot Class 3 Quantity: 40

Specifications:

1. Poles furnished shall be butt-treated or full-treated Western Red Cedar and shall meet the minimum requirements of:
 - a. American National Standards Institute, titled "Specifications and Dimension for Wood Poles: (ANSI 05.1) 1987 or

latest version.

- b. American Wood Preservers Association (AWPA), Book of Standards, 1988 or latest version
- c. RUS Specification for wood poles 1983 or latest version.

2. Poles furnished shall be gained, drilled, and branded according to the attached "Pole Framing" specification sheet (Page 9).
3. Prohibited Defects: Poles exhibiting any of the following listed defects will not be accepted:

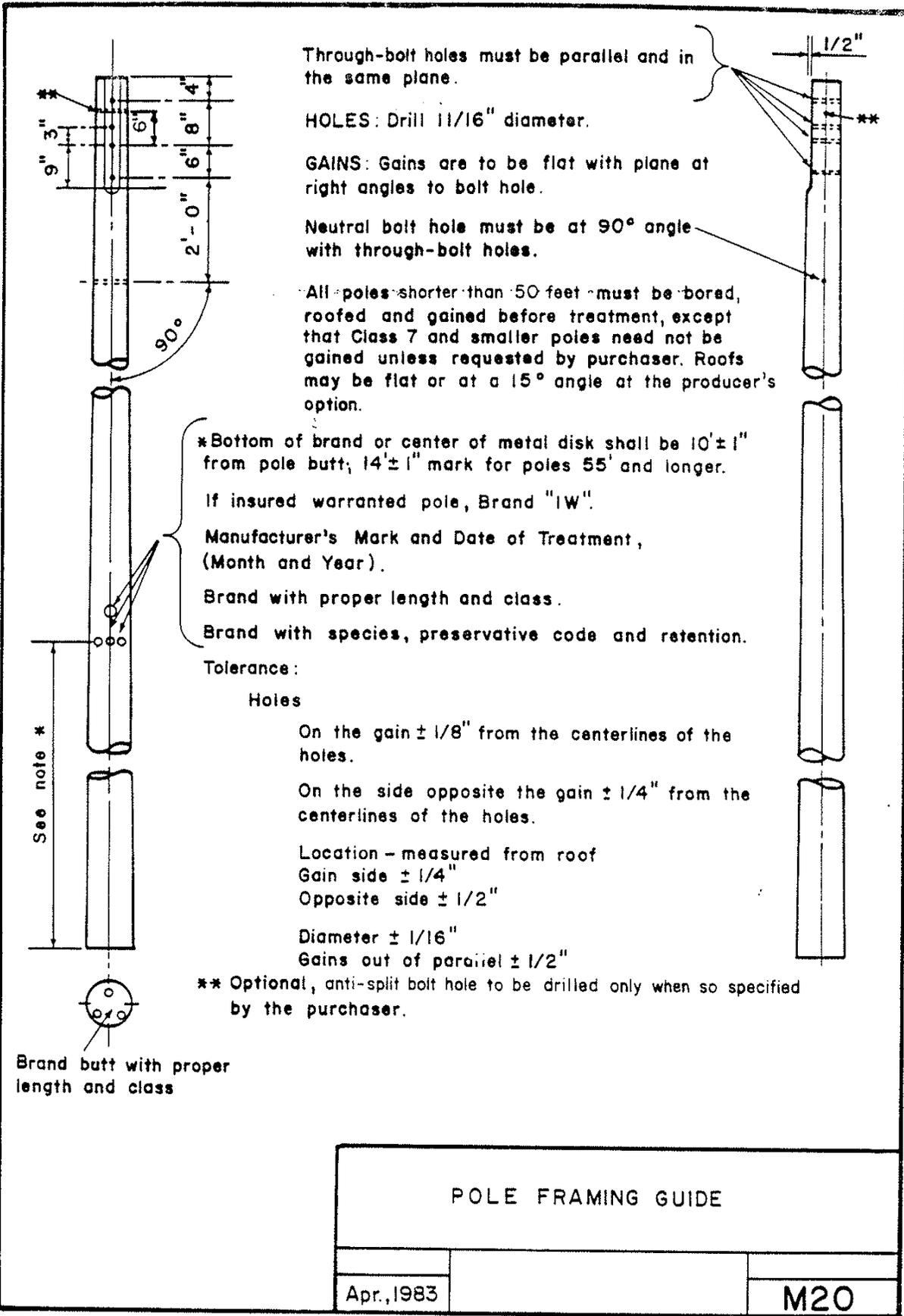
- a. Cross-Breaks
- b. Compound through checks
- c. Improper framing
- d. Plugged holes, other than increment core holes
- e. Butt dimension not in accordance with the latest edition of ANSI 05.1
- f. Top dimensions not in accordance with the latest edition of ANSI 05.1
- g. Spike knots or any known bark inclusion
- h. Other ANSI 05.1 prohibited defects

4. Treatment:

- a. The preservative shall be 5 percent (5%) solution of pentachlorophenol by weight, meeting the requirements of AWPA Standard P8 (Creosote not acceptable).
- b. Depth of penetration shall be not less than specified in table 9 of RUS specification.
- c. Retention of preservative shall be not less than specified in table 9 of RUS specification.

5. Inspection report is to be sent to the City of Aztec along with certificate of compliance.

6. Delivery truck shall be self-unloading
Bid must be F.O.B. City of Aztec – Electric Department Yard, located at 402 S. Light Plant Road, Aztec, New Mexico, 87410. Poles must be delivered between the hours of 7:00 a.m. and 5:00 p.m., Monday through Thursday (City is closed on Friday). Call (505) 334-7667 24 hours prior to delivery or if you have any further questions regarding these specifications.



ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of REBID ITB 2019-663 WESTERN RED CEDAR POLES, the undersigned agrees that he/she has received the bid document copy from the City's website.

It is not required to return this form to submit a bid. To receive copies of communication relating to this procurement, the acknowledgment of receipt should be signed and returned as directed below no later than Tuesday, October 9, 2018.

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/RFP

Firm does/does not (circle one) intend to respond to REBID ITB 2019-663 WESTERN RED CEDAR POLES.

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

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

BID SUBMITTAL

REBID ITB 2019-663 WESTERN RED CEDAR POLES

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. SUBMITTING A "NO BID" IS NOT REQUIRED TO BE KEPT ON THE CITY'S BIDDERS LIST.

Sealed bids will be received until Tuesday, October 16, 2018, 4:00 P.M. local time at City of Aztec, Attn: Purchasing Office, 201 W Chaco, Aztec NM 87410 at which time bids will be publicly opened and read aloud in the Commission Room. This bid is subject to the Purchase Order Terms and Conditions, Bidding Requirements and Specifications.

If a corporation, state of incorporation: _____

NEW MEXICO TAX ID NO: _____ **FEDERAL TAX ID NO.:** _____

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

Bidder has received certification from the State of New Mexico for Resident Business Certification. Bidder has been issued Certification # _____ and is therefore eligible for the 5% preference. In-state certification approval is required at the time of the proposal opening to be eligible for in-state preference and include their State of New Mexico certificate with their bid.

Bidder has received certification from the State of New Mexico for Resident Veterans Preference. Offeror has been issued Certification # _____. Bidder must include their State of New Mexico certificate with their bid. Resident veterans preference certification approval is required at the time of the proposal opening to be eligible for resident veterans preference.

Guaranteed pricing is requested; please submit pricing guaranteed for 60 DAYS from the date of notice of award. Notice of award shall occur within 60 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.

Proposal guaranteed: **Not Applicable to this Bid**

Subcontractor's listing threshold **Not Applicable to this Bid**

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 _____

BIDDER'S CERTIFICATION

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

To be a valid proposal, Bidder must sign here:

Title _____

Date _____

BASIS OF BID

REBID ITB 2019-663 WESTERN RED CEDAR POLES

ITEM	DESCRIPTION	IDENTIFY TYPE OF TREATMENT (BUTT OR FULL)	UNIT	QUANTITY	UNIT COST	TOTAL
1	40 foot - Class 3 Poles		EA	60		
2	45 foot - Class 3 Poles		EA	40		
BID TOTAL						

Total Written Amount of Bid (Excluding Tax)

Guaranteed Shipping/Delivery Time: _____ calendar days after receipt of order.

F.O.B. City of Aztec Electric Department

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.

SIGNATURE OF BIDDER

Printed Name of Bidder

Title

Telephone Number

Fax Number

Email

(SEAL) If Bid is by a Corporation

Attest: _____

Title: _____