

**TOWN OF MOUNTAINAIR**

**INVITATION FOR BIDS (IFB)**

**Chavez Memorial Park Renovations**



**TOWN OF MOUNTAINAIR**

**Dennis Fulfer**

**TownClerk@MountainairNM.gov**

**105 E. Broadway St – PO Box 115**

**Mountainair, NM 87036**

**ISSUED: April 7, 2021**

**BID OPENING: May 4<sup>th</sup>, 2021 at Town Council Meeting at 5:30 P.M. Local Time**

## I. INTRODUCTION

This section provides general information that applies to this procurement.

### A. PURPOSE OF THIS INVITATION FOR BIDS

The Town of Mountainair seeks sealed bids from qualified bidders that can provide the removal of existing concrete and the design & build of concrete for the Chavez Memorial Park in the Town of Mountainair located at 200 block of W. Cedar St, Mountainair, NM 87036.

### B. SUMMARY OF CRITICAL INFORMATION

1. Deadline for Receipt of Sealed Bids: **April 30<sup>th</sup>, 2021 at 11:00 A.M. Local Time**
2. Address for Delivery of Sealed Bids:
  - Hand Delivered: 105 E Broadway St, Mountainair, NM 87036
  - Postal Service: PO Box 115, Mountainair, NM 87036
3. Bid Opening Time and Date: **May 4<sup>th</sup>, 2021 at Town Council Meeting at 5:30 P.M. Local Time**
4. Bid Opening Location: 105 E Broadway St, Mountainair, NM 87036

Potential Bidders are highly encouraged to read this entire solicitation as important information, including mandatory requirements, is contained in other places within this IFB.

### C. SCOPE OF PROCUREMENT

The scope of this procurement consists of :

- A. Proper removal and disposal of existing concrete under the Ramada and around the drinking fountain feature. See Appendix A for dimension details.
- B. Design and build of a concrete pad under and around the Ramada, including new concrete in a circle around the drinking fountain feature. See Appendix A for dimension details.
- C. Design and build a sidewalk from the circular drinking fountain feature to the existing sidewalk in the center of the park. See Appendix A for dimension details.
- D. Design and build of concrete handicap parking to the east of the Ramada. See Appendix A for dimension details.
- E. Design and build of connecting sidewalks to the proposed roadside handicap parking area. See Appendix A for dimension details.
- F. All design shall conform to specifications of the NM AWPA standards and ADA standards. The concrete shall be of 4000 psi concrete with 3/8" expansion joints at no

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less than 5' OC, unless otherwise noted.

- G. All bids shall be itemized with priority with Items A and B, with second consideration to Item C, and finally Item D and E, if funds are available.

**D. PROCUREMENT OFFICER**

The Town of Mountainair has designated a Chief Procurement Officer who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Officer in writing. Bidders may contact the Chief Procurement Officer regarding the procurement. Other Town employees do not have the authority to respond on behalf of the Town of Mountainair.

**Dennis Fulfer**

Chief Procurement Officer, Town of Mountainair

<u>Delivery Address (Including sealed bid delivery):</u> 105 E. Broadway St, Mountainair, NM 87036	<u>Mailing Address:</u> P.O. Box 115, Mountainair, NM 87036
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Phone: (505) 847-2321

Fax: (505) 847-2321

E-mail: townclerk@mountainairnm.gov

NOTE: All deliveries via USPS should be addressed to the Mailing Address. All deliveries via express carrier (UPS, FedEx, etc. ) should be addressed to the Delivery Address.

**F. DEFINITION OF TERMINOLOGY**

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Bidder" is any person, corporation, or partnership who chooses to submit a sealed bid.

"Close of Business" means 4:30 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.

"Contractor" means a successful Bidder who enters into a binding contract.

"Determination" means the written documentation of a decision of the Procurement Officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"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

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Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause a bid to be declared nonresponsive.

“Governing Body” means the Town Council of the Town of Mountainair.

“Indication of Compliance” means an affirmative indication that the Bidder agrees to comply with a specific requirement. Most commonly this is by checking a “Yes”, “Comply”, or other such box on a form. This may also be accomplished by an express statement wherein the Bidder agrees to unconditionally comply. (Note: Agreeing to comply with a requirement and then adding conditions is NOT considered compliance and may lead to the disqualification of the bid as non-responsive.)

"Invitation for Bids" or "IFB" means all documents, including those attached or incorporated by reference, used for soliciting sealed bids.

"Local public body" means every political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item. Failure to meet a mandatory item or factor may result in the rejection of the submitted bid.

“MDT” & “MST” mean Mountain Daylight Time (MDT) and Mountain Standard Time (MST). Usage is dependent on which is in effect on the date specified.

"Procurement Officer" means the person or designee authorized by the Town to manage or administer a competitive procurement.

“Product” means an item of tangible personal property which is defined in the New Mexico Procurement Code as tangible property other than real property having a physical existence, including but not limited to supplies, equipment, materials and printed materials.

"Purchase Order” or "PO" means the document which directs a Contractor to deliver items of tangible personal property or services pursuant to an existing, valid Contract.

"Purchasing” means the Town of Mountainair Purchasing Officer.

"Responsible Bidder" means a Bidder who submits a responsive bid and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this Invitation for Bids.

"Responsive Bid" means a timely submitted bid which conforms in all material respects to the requirements set forth in the Invitation for Bids. Material respects of an Invitation for Bids include, but are not limited to, price, quality, quantity and delivery requirements.

“Services” means the furnishing of labor, time or effort by a Contractor not involving the delivery of a specific end product other than reports and other materials which are merely incidental to the required performance. "Services" does not include construction.

"State agency" means any department, Council, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of the State of New Mexico.

“Successful Bidder” means the lowest priced Responsible Bidder to whom Town of Mountainair, on the basis of the Town’s evaluation, makes an award. A Successful Bidder does not become a Contractor until the Town signs the Contract signed and submitted by the Bidder. One or more Purchase Orders will accompany or follow the approval. **Successful Bidders should not provide products or services prior to their receipt of an approved Purchase Order.**

## **G. RESIDENT/VETERAN BUSINESS PREFERENCE**

### 1. Resident Business/Contractor Preference

The New Mexico Procurement Code provides for preference for resident businesses and contractors under certain conditions. If applicable, the preference will be provided to those bidders that have provided a valid resident business or contractor preference certificate with their bid, as required by 13-1-22 NMSA 1978.

In order for a Bidder to receive preference as a resident business or contractor, that Bidder must submit a copy of their resident business or contractor preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

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

### 2. Resident Veteran Business/Contractor Preference

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses and Contractors. [Please see Section V.C.4 for more information and especially note Appendix L.] In order for a Bidder to receive preference as a resident veteran business or contractor, that Bidder must submit a copy of their resident veteran business or contractor preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable. Bidders seeking veteran preference must complete and return the Resident Veteran Preference Certification form at Appendix L.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section contains the schedule for the procurement, describes the major procurement events, and contains the general conditions and requirements that the Bidder agrees to by submitting a bid in response to this IFB.

### A. SEQUENCE OF EVENTS

The Procurement Officer will make every effort to adhere to the following schedule:

ACTION	RESPONSIBILITY	DATE
1. Issue IFB	Procurement Officer (PM)	APRIL 7, 2021 (Tuesday)
2. Submission of Sealed Bids	Bidders	APRIL 30, 2021 (Friday) 11:00 AM Local Time
3. Public Opening	Governing Body	MAY 4 <sup>th</sup> , 2021 (Tuesday) 5:30 PM Local Time
4. Contract Award	Governing Body	MAY 5 <sup>th</sup> , 2021
5. Protest Deadline	Bidders	15 calendar days after knowledge of facts giving rise to protest.

\*Site visit location: Chavez Memorial Park, 200 Block of W. Cedar St, Mountainair, NM 87036

### B. EXPLANATION OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

#### 1. Issue IFB

This IFB is being issued by the Town of Mountainair Purchasing Officer on behalf of the Town of Mountainair.

#### 2. Submission of Bids

**BIDS MUST BE RECEIVED BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 11:00 AM Local Time ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. BIDS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL BE RETAINED UNOPENED AND NOT CONSIDERED.**

The date and time of receipt will be recorded on each bid. Bids must be addressed and delivered to the Procurement Officer at the delivery address listed in Section I, Paragraph E. Bids must be sealed and should be labeled on the outside bottom left-hand corner of

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the package to clearly indicate that they are in response to the “Town of Mountainair Chavez Memorial Park Renovation IFB, and should show the opening date and time. Bids submitted by facsimile or other electronic means **WILL NOT BE ACCEPTED**. A public log will be kept of the names of all persons or companies submitting bids.

### 3. Public Opening

All bids timely received will be opened and read aloud in a public forum at the Town of Mountainair Council Room, 107 ½ N. Roosevelt Ave, Mountainair, New Mexico on the date and time indicated in Section II.A (Sequence of Events), per NMSA 1978, Section 13-1-107 (1984). Bidders are encouraged to attend.

At the bid opening, the amount of each bid and each bid item, if appropriate, and such other relevant information as may be specified by the Purchasing Officer, together with the name of each bidder, will be recorded, and the record and each bid will be open to public inspection.

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our Public Bid Opening, please contact the Procurement Officer (see Section I.E, above.) at least seven (7) days prior to the scheduled bid opening.

### 4. Contract Award

The Governing Body will award contract to the bidder of their choosing. The Governing Body has the right to reject any bids or reopen/extend bidding if no acceptable bids are received.

### 5. Protest Deadline

Any protest by a Bidder must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Town of Mountainair Procurement Policy #401-01-3, Section 24. Protests must be written and must include the name and address of the protestor and the Invitation for Bids number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Officer. The protest must be delivered to the Purchasing Officer.

Town of Mountainair  
Attn. Dennis Fulfer  
105 E. Broadway St -- PO Box 115  
Mountainair, New Mexico 87036

NOTE: Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

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This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and Town of Mountainair Procurement Policy (Resolution 2017-14).

1. Acceptance of Conditions Governing the Procurement

Bidders must indicate their acceptance of the Conditions Governing the Procurement in the Letter of Transmittal Form (see Appendix C).

2. Incurring Cost

Any cost incurred by the bidder in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this IFB shall be borne solely by the bidder.

3. Prime Contractor Responsibility

Any Contract that may result from this IFB shall specify that the prime Contractor is solely responsible for fulfillment of the Contract with the Town. The Town will only make Contract payments to the prime Contractor.

4. Subcontractors

The prime contractor shall be wholly responsible for contract performance whether or not subcontractors are used.

5. Amended Bids

A Bidder may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. Town personnel will not merge, collate, or assemble bid materials.

6. Bidders' Rights to Withdraw Bid

Bidders will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The Bidder must submit a written withdrawal request signed by the Bidder's duly authorized representative addressed to the Procurement Officer. 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 Town.

7. Bid Offer Firm

Responses to this IFB will be considered firm for ninety (90) days after the due date for receipt of bids.



#### 8. No Obligation

This procurement in no manner obligates Town of Mountainair or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Purchasing Officer and other required approval authorities and one or more valid Purchase Orders are issued.

#### 9. Termination

This IFB may be canceled at any time and any and all bids may be rejected in whole or in part when the Town determines such action to be in the best interest of the Town.

#### 10. Sufficient Appropriation

Any Contract awarded as a result of this IFB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. The Town's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

#### 11. Legal Review

The Town requires that all bidders agree to be bound by the General Requirements contained in this IFB. Any bidder's concerns must be promptly brought to the attention of the Procurement Officer.

#### 12. Governing Law

This procurement and any Agreement with bidders that may result shall be governed by the laws of the State of New Mexico.

#### 13. Basis for Bid

Only information supplied by the Town in writing through the Procurement Officer or in this IFB should be used as the basis for the preparation of bids.

#### 14. Contract Terms and Conditions

The Contract between the Town the Contractor is contained at Appendix B, Contract.

#### 15. Bidder Qualifications

The Town may make such investigations as necessary to determine the ability of the Bidder to adhere to the requirements specified within this IFB. The Town will reject the bid of any Bidder who is not a responsible Bidder or fails to submit a responsive bid as defined in Sections 13-1-82 and 13-1-84 NMSA 1978.

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Bidders must, upon request of the Town, provide information and data to prove that the financial resources, production or service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The Town 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.

16. Right to Waive Minor Irregularities

The Town reserves the right to waive minor irregularities. The Town also reserves the right to waive mandatory requirement(s) provided that all of the otherwise responsive bids failed to meet the same mandatory requirement(s) or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Town.

17. Change in Contractor Representatives

The Town reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the Town, meeting its needs adequately.

18. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

19. Town Rights

The Town reserves the right to accept all or a portion of a Bidder's bid and to award to the Bidder whose bid is deemed to be in the best interest of the Town.

20. Ownership of Bids

All documents submitted in response to the IFB shall become the property of the Town. However, any technical or user documentation submitted with the bids of non-selected Bidders may be returned after the expiration of the protest period, by request, and at the expense of the Bidder.

21. Ambiguity, Inconsistency or Errors in IFB

Bidders shall promptly notify the Procurement Officer, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the IFB.

22. Competition

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By submitting a bid, bidder certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the bid submitted to the Town.

23. Use by Other Government Agencies

Not Applicable.

24. Confidentiality

Any confidential information provided to, or developed by, the Contractor in the performance of any Agreement resulting from this IFB shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Town of Mountainair.

25. Delivery and Failure to Meet Order Provisions

a. No Delivery Before Purchase Order is Issued: No Bidder, including a Bidder to whom an award is made, shall deliver any item of tangible personal property, commence services or start construction prior to the issuance of a Purchase Order or Notice to Proceed issued by the Town of Mountainair Purchasing Department.

b. Failure to Meet Order Provisions: The Town reserves the right to cancel all or any part of an order without cost to the Town, if the Contractor fails to meet the provisions of that order and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Town due to the Contractor's default.

26. Town Furnished Property

Town furnished property shall be returned to the Town upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

27. Discounts

The Bid Form provides a space for the Bidder to identify prompt payment terms the Bidder is offering, if any. Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the Contract. Discounted time will be computed from the date of receipt of the merchandise, invoice or billing for services, whichever is later.

28. Packing, Shipping and Invoicing

a. The Town's Purchasing Order number and the Contractor'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

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count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Contractor's invoice shall be submitted and shall contain the following information: 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 Town of Mountainair Finance Department, Attn. Accounts Payable and NOT to the using agency.

29. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Bidder must have a valid e-mail address to receive this correspondence.

30. Use of Electronic Versions of this IFB

This IFB is being made available by electronic means. If accepted by such means, the potential Bidder acknowledges and accepts full responsibility to insure that no changes are made to the IFB. In the event of conflict between a version of the IFB in the potential Bidder's possession and the version maintained by the Town, the version maintained by the Town shall govern.

31. Samples

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

32. Award Rights

The Town 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 its judgment, best serves the interest of the Town.

33. Delivery

All deliveries must be F.O.B. Destination – Freight Pre-Paid, unless otherwise indicated by the Purchasing Officer

34. New Materials

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

35. Addenda

Changes or amendments to specifications, conditions or provisions herein may be initiated ONLY through the Purchasing Department in the form of a written addendum. Any addenda shall become a part of this bid.

It is the responsibility of all persons or businesses considering submitting a bid in response to this solicitation to ensure that they have received all addenda prior to making a bid. Addenda will be posted to the Town web site [www.mountainairnm.gov](http://www.mountainairnm.gov) prior to the due date for the receipt of bids. All potential Bidders that have submitted the Acknowledgement of Receipt Form (at Appendix A) will be notified of the availability of such addenda.

36. Disclosure of Proprietary or Confidential Materials

Upon bid opening all bids and documents pertaining to the bids will be made available to the public, except for material which is proprietary or confidential. The Procurement Officer will not disclose or make public any pages of a bid on which the Bidder has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the bid in order to facilitate public inspection of the remaining portions of the bid. Confidential data is normally restricted to confidential financial information concerning the Bidder's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-I to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which a Bidder has made a written request for confidentiality, the Purchasing Officer shall examine the Bidder's request and make a written determination that specifies which portions of the bid should be disclosed. Unless the Bidder takes legal action to prevent the disclosure, the bid will be so disclosed. The bid shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data. (See also section III.F).

### III. RESPONSE REQUIREMENTS

This section tells prospective Bidders how to prepare and submit their bid in response to this IFB. **These are key instructions. Read them carefully and ask questions if you don't understand or are not sure about something.**

#### A. NUMBER OF RESPONSES

Bidders may submit only one (1) response to this IFB.

#### B. NUMBER OF COPIES

Bidders shall deliver one (1) signed and sealed bid to the location specified in Section I.E on or before the closing date and time for receipt of bids.

#### C. BID CONTENTS

All bids **MUST** contain:

1. **COMPLETED AND SIGNED BID FORM** WITH PRICE(S)

Some bids **MUST** contain the following items, if required in Section IV, SPECIFICATIONS AND REQUIREMENTS:

4. Bid bond in proper format
5. Licenses/certifications or compliance forms
6. Any other items **REQUIRED** in Section IV, **SPECIFICATIONS AND REQUIREMENTS**.

Bids **MAY** contain the following **OPTIONAL** item:

7. Resident Business/Contractor Preference Certificate (See Section I.G.)
8. Resident Veteran Business/Contractor Preference Certificate (See Section I.G.)  
Failure of Bidder to complete and submit required bidding documents, in accordance with all instructions provided, is cause for rejection of their bid.

**D. BID FORMAT**

1. To preclude any possible errors or misrepresentations, 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 comply will be just cause for rejection of the bid.
2. The unit price(s) shall exclude all state and local taxes.

**E. BID SUBMITTAL REQUIREMENTS**

Bids must be submitted in a sealed envelope. The bid title and the opening date and time should be clearly indicated on the bottom left hand side of the front of the envelope. The Bidder's name shall also appear on the envelope. Failure to properly label the bid envelope may necessitate the premature opening of the bid in order to identify the bid number.

**F. PROPRIETARY OR TRADE SECRET MATERIAL; EXCESSIVE MARKINGS**

Any proprietary or trade secret material submitted shall be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that the bidder feels constitute trade secret or proprietary information. (See also section II.C.36, above.)

**THE CLASSIFICATION OF AN ENTIRE BID DOCUMENT, LINE ITEM PRICES AND/OR TOTAL BID PRICES AS PROPRIETARY OR TRADE SECRETS IS NOT ACCEPTABLE AND WILL RESULT IN THE REJECTION OF THE BID.**

## **IV. SPECIFICATIONS AND REQUIREMENTS**

This section details the minimum specifications for products or services sought by the Town. It also provides information on the Town's use and intent in providing the specifications, as well as instructions for potential Bidders that may not feel the specifications are fair, achievable or are otherwise unacceptable.

### **A. INFORMATION**

#### **1. Use of Brand Names and Numbers**

Brand names and numbers are for reference only; equivalents will be considered. 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 limit or restrict competition. "No substitute" specifications may be authorized ONLY if required to match existing equipment.

#### **2. Equivalent Items Bid**

If the Bidder offers an item other than the one specified, which the Bidder considers comparable, the manufacturer's name and model number of that item must be specified in the bid and sufficient performance specifications and descriptive data provided to permit a thorough evaluation. A separate sheet(s) may be attached for this purpose. Failure to provide the appropriate information may result in disqualification of the bid.

#### **3. Restrictive Specifications**

Specifications stated in this request are not intended to exclude any Bidder. If any Bidder is of the opinion that the specifications as written preclude them from submitting a response to this IFB, it is requested that their opinion be made known to the Purchasing Officer, in writing, as soon as possible but preferably at least three (3) days prior to the bid opening date.

#### **4. No Bid Letter**

We request that any potential Bidder that reviews this IFB and chooses not to respond complete and return the No Bid Letter prior to the deadline for the receipt of bids. Unlike an actual bid submittal, this form MAY be sent electronically, if desired, since the potential Bidder will not be participating in the procurement. This is NOT a requirement but will assist us in insuring the quality of this procurement and in improving the quality of future procurements. No Bid Letter will become a part of the procurement file and are subject to public release. No Bid Letter may be sent anonymously, if desired.



## **B. MANDATORY SPECIFICATIONS**

1. Bidders must be Licensed Contractors in the State of NM and qualified to perform the requirements of this Invitation to Bid.
2. Resident Veteran Preference Certification Form if applicable.
3. Bidders seeking Resident Veteran Preference must complete and return the Resident Veteran Preference Certification form.

## **C. OTHER REQUIREMENTS, SERVICES RELATED**

Registration of contractors and subcontractors.

1. Failure to pay minimum wage; termination of contract.

In the event that it is found by the Director of the Labor Relations Division of the New Mexico Department of Workforce Solutions that any laborer or mechanic employed on the site of the project has been or is being paid as a result of a willful violation a wage rate or fringe benefit rate less than the rates required, Town of Mountainair, by written notice to the contractor, subcontractor, employer or person acting as a contractor, terminate the right to proceed with the work or the part of the work as to which there has been a willful failure to pay the required wages or fringe benefits, and Town of Mountainair may prosecute the work to completion by contract or otherwise, and the contractor or person acting as a contractor and the contractor's or person's sureties shall be liable to the state for any excess costs occasioned thereby. Any party receiving notice of termination of a project or subcontract pursuant to the provisions of this section may appeal the finding of the Director of the Labor Relations Division of the New Mexico Department of Workforce Solutions as provided in the Public Works Minimum Wage Act.

An Indication of Concurrence is required.

2. Performance and payment bonds.

The following bonds or security shall be delivered to Town of Mountainair and shall become binding on the parties upon the execution of the contract. The performance and payment bonds may be submitted with the bid or may be provided separately but must be delivered to the Town of Mountainair Purchasing Department prior to the scheduled date of contract execution. If a contractor fails to deliver the required performance and payment bonds as specified, the contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. The cost of the bonds may be included in the bid.

- (a) a performance bond satisfactory to Town of Mountainair, executed by a surety company authorized to do business in this state and said surety to be

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approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(b) a payment bond satisfactory to Town of Mountainair, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

The Performance Bond form is found at Appendix H. The Payment Bond form is found at Appendix I. An Indication of Concurrence is required.

3. Bonding of subcontractors.

Contractor shall require each subcontractor to provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

An Indication of Concurrence is required.

4. Listing of subcontractors.

The subcontractor listing threshold for this project is five thousand dollars (\$5,000). Any bid submitted in response to this solicitation shall set forth:

(a) the name and the city or Town of the place of business of each subcontractor under subcontract to the contractor who will perform work or labor or render service to the contractor in or about the construction of the public works construction project in an amount in excess of the listing threshold; and

(b) the category of the work that will be done by each subcontractor. The contractor shall list only one subcontractor for each category as defined by the contractor in his bid.

Compliance with this requirement shall be by completing and submitting the "Subcontractor Listing"

Any bid submitted by a contractor who fails to comply with this listing requirement is a nonresponsive bid which shall not be accepted by Town of Mountainair.

5. Examination of bidding documents and site.

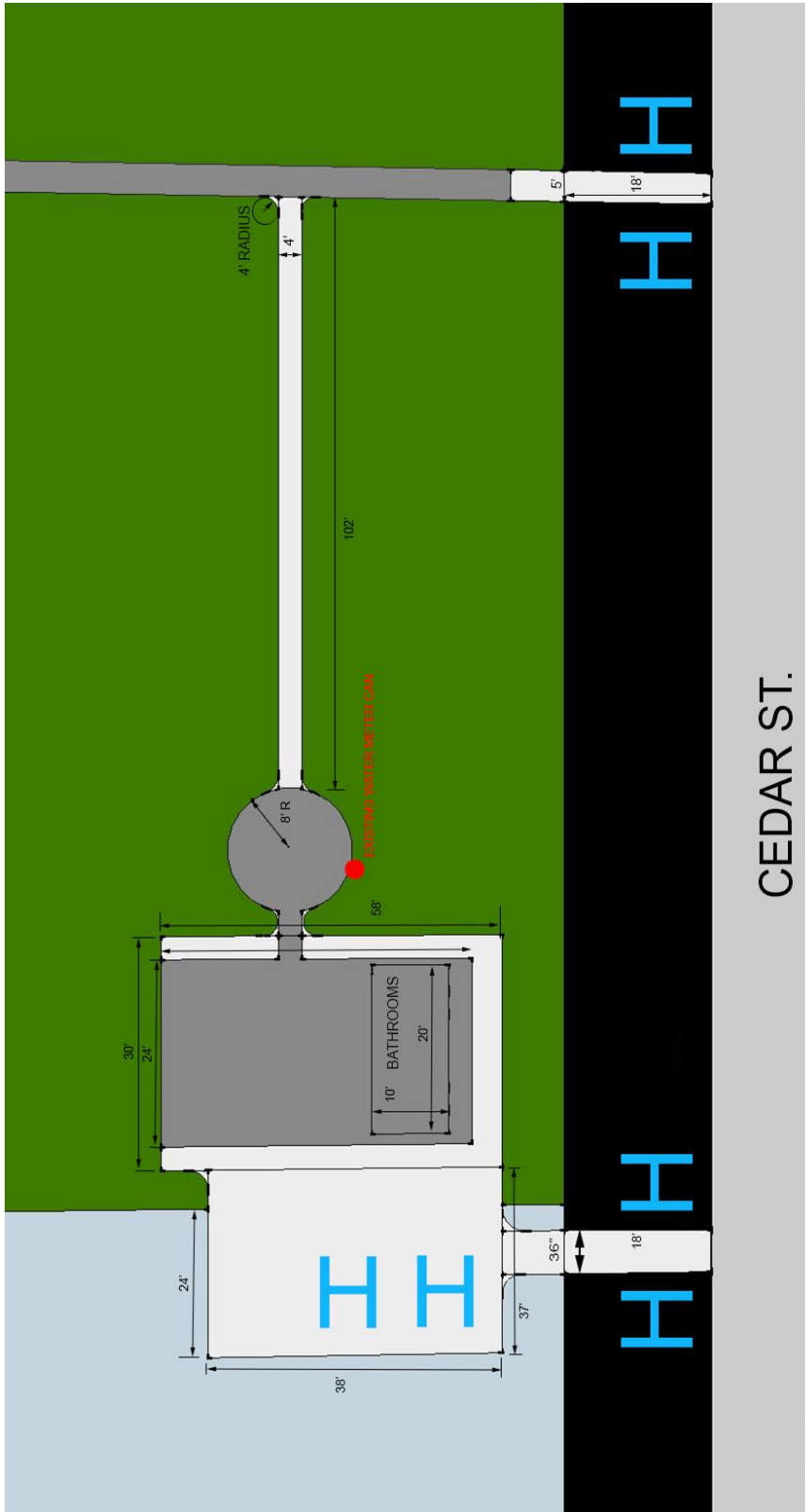
Before submitting its bid, each bidder shall (a) examine the bidding documents thoroughly, (b) visit or otherwise examine the site to familiarize themselves with local

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conditions that may in any manner affect performance of the work, (c) familiarize themselves with federal, state and local laws, ordinances, rules and regulations affecting performance of the work; and (d) carefully correlate their observations with the requirements of the contract documents. The submission of a Bid constitutes representation by Bidder that Bidder has complied with every requirement of this Section IV.E.10 and that the contract documents are sufficient in scope to indicate and convey understanding of all terms and conditions for performance of the work.

An Indication of Concurrence is required.

APPENDIX A



- GRAY: EXISTING  
 WHITE: PROPOSED  
 4' RADIUS ON ALL JOINING POINTS
- SCOPE OF WORK:
1. OBTAIN ALL PROPER CONSTRUCTION PERMITS
  2. PROVIDE TOWN WITH AS-BUILT DRAWING AT FINAL COMPLETION
  3. REMOVAL AND DISPOSAL OF EXISTING CONSTRUCTION
  4. PROPER SOILS PREPARATION
  5. CONSTRUCTION OF NEW CONCRETE TO NM STATE CID AND ADA STANDARDS.

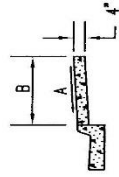
APPENDIX B

GENERAL NOTES:

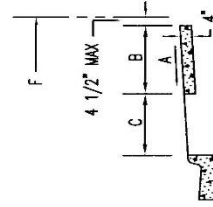
1. DEVIATIONS FROM THESE STANDARDS SHALL BE SUBMITTED TO THE CITY ENGINEER AND/OR CITY TRAFFIC ENGR. FOR APPROVAL PRIOR TO CONSTRUCTION.
2. SUBGRADE UNDER SIDEWALKS AND DRIVEPADS SHALL BE COMPACTED TO 90% MAX. DENSITY TO A DEPTH OF 6".

CONSTRUCTION NOTES:

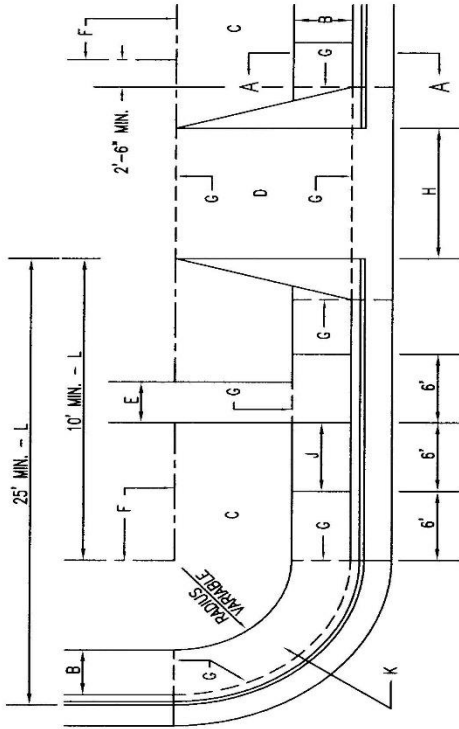
- A. SLOPE 1/4" PER FT.
- B. SIDEWALK WIDTHS SHALL BE IN ACCORDANCE WITH SIDEWALK ORDINANCE.
- C. SETBACK TO BE DETERMINED BY AVAILABLE R/W. SEE CHAPTER 23 OF THE DEVEL. PROC. MANUAL.
- D. SEE DRIVEPAD DETAIL, DWG. 2425.
- E. WALKWAY VARIABLE.
- F. PROPERTY LINE.
- G. 1/2" EXPANSION JOINTS WHERE SIDEWALK OR DRIVEPAD ADJ. TO BUILDINGS, FENCES, WALLS OR OTHER IMMOVABLE OBJECTS.
- H. 12 FT. MIN. 22 FT. MAX. RESIDENTIAL  
 20 FT. MIN. 25 FT. MAX. LIGHT COMMERCIAL  
 20 FT. MIN. 35 FT. MAX. HEAVY COMMERCIAL.
- J. CONTRACTION JOINTS.
- K. FOR WHEEL CHAIR RAMPS, SEE DWGS. 2440, 2441.
- L. CHECK DIMENSION FROM BOTH PROPERTY LINE AND FLOWLINE. USE WHICHEVER PLACES DRIVEPAD FARTHEST FROM INTERSECTION.



SECTION A-A

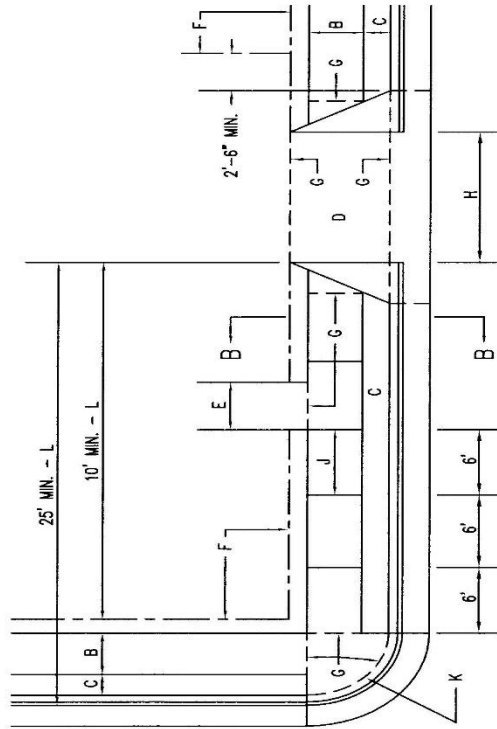


SECTION B-B



PLAN

CURB TYPE SIDEWALK



PLAN

OFFSET TYPE SIDEWALK

REVISIONS

NM APWA

PAVING  
 SIDEWALK DETAILS

DWG. 2430

AUG. 1986

**APPENDIX C**

**PERFORMANCE BOND**

A. KNOW ALL MEN BY THESE PRESENT, THAT WE \_\_\_\_\_, as PRINCIPAL, hereinafter called the CONTRACTOR, and \_\_\_\_\_, a Corporation duly organized under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of New Mexico, as SURETY, hereinafter called the SURETY, are held and firmly bound unto Town of Mountainair, a political subdivision of the State of New Mexico, hereinafter called the OBLIGEE, in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, the Contractor has a written Contract dated \_\_\_\_\_, entered into with Town of Mountainair for \_\_\_\_\_, which must be constructed in accordance with drawings and specifications prepared by Town of Mountainair which Contract is referenced made part hereof, and is hereinafter referred to as the Contract.

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect until Town of Mountainair shall by written instrument notify the Surety that the obligation is discharged, except that the obligation shall continue for at least three (3) months following the expiration date of the term of the Contract.

1. The Surety hereby waives notice of an alteration or extension of time made by Town of Mountainair.
2. The Surety hereby consents to progress payments to the Contractor and acknowledges that such payments shall not preclude Town of Mountainair from showing the true character and quality of materials furnished or services rendered, or from recovering from Contractor or Surety such damages as Town of Mountainair may sustain by reasons of deficiency and quantity or quality of materials or services furnished with respect to which a progress payment was made..

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3. Whenever Contractor shall be, and declared by the Town to be in default under the contract, Town of Mountainair having performed Town of Mountainair's obligation thereunder, the Surety may promptly remedy the default of shall promptly:
  - a. Complete the contract in accordance with its terms and conditions, or
  - b. Obtain a bid or bids for submission to Town of Mountainair for completing the Contract in accordance with its terms and conditions, and upon determination by Town of Mountainair and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Town of Mountainair, and make available as work progresses (even though there should be a default or a secession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by Town of Mountainair to Contractor under the Contract and any amendments thereto, less the amount properly paid by Town of Mountainair to Contractor.
4. The Surety acknowledges that the Contract may contain express guarantees and agrees that said guarantees, if any, are covered by the Surety's obligation hereunder.
5. Any suit under this bond must be instituted before the expiration of three (3) years from the date on which final payment under the Contract falls due, except that with respect to express guarantees of a longer term, a suit thereon must be initiated within six months following the expiration of said express guarantees, if any.
6. No right of action shall accrue on this bond to or for the use of any person or corporation other than Town of Mountainair named herein or the heirs, executors, administrators, or successors of Town of Mountainair.

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SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR (Signature)

By: \_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
NOTARY PUBLIC (Seal)

My Council Expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY (Signature)

By: \_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
NOTARY PUBLIC (Seal)

My Council Expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY's Authorized New Mexico Agent



## APPENDIX D

### LABOR AND MATERIAL PAYMENT BOND

A. KNOW ALL MEN BY THESE PRESENT, THAT WE \_\_\_\_\_, as PRINCIPAL, hereinafter called the CONTRACTOR, and \_\_\_\_\_, a Corporation duly organized under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of New Mexico, as SURETY, hereinafter called the SURETY, are held and firmly bound unto Town of Mountainair, a political subdivision of the State of New Mexico as OBLIGEE, hereinafter called the OBLIGEE, for the use and benefit of any claimants as herein below defined, in the amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, the CONTRACTOR has a written contract dated \_\_\_\_\_, with Town of Mountainair for \_\_\_\_\_,

\_\_\_\_\_ which must be constructed in accordance with drawings and specifications which Contract is referenced and made a part hereof, and is hereinafter referred to as the "Contract."

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined as one having a direct contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include but not be limited to that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment directly applicable to the Contract.
2. The above named CONTRACTOR and SURETY hereby jointly and severally agree with Town of Mountainair that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, prosecute a suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereof. Town of Mountainair shall not be liable for payment of any cost or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:

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- a. Unless claimant, or other than one having a direct contract with the Contractor, shall have written notice of any two of the following: the Contractor, Town of Mountainair, or the Surety above named, within ninety (90) days after such said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.
  - b. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Town of Mountainair, or Surety, at any place where an office is regularly maintained by said Contractor, Town of Mountainair, or Surety for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.
- 4. Any suit under this Labor and Material Bond must be instituted in accordance with the statute of limitation under Section 37-1-3 NMSA 1978.
  - 5. No right of action shall accrue on this Bond to or for the use of any person or corporation other than subcontractors or sub-subcontractors of the said Contract between Contractor and Town of Mountainair named herein.

D. SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CONTRACTOR (Signature)

By: \_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
NOTARY PUBLIC (Seal)

My Council Expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY (Signature)

By: \_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
NOTARY PUBLIC (Seal)

My Council Expires: \_\_\_\_\_

\_\_\_\_\_  
SURETY's Authorized New Mexico Agent

## APPENDIX E

### SUBCONTRACTOR LISTING

1. To be fully executed and included with Bid as a condition of the Bid (Sections 13-4-31 through 13-4-42 NMSA 1978).
2. **For the purposes of this Project, the listing threshold shall be \$5,000.00.**
3. The Bidder shall list the Subcontractor's Name, the City or Town of the Place of Business and the Category of Work that will be done by each Subcontractor.
4. Use as many listing forms as are necessary to list all subcontractors that exceed the specified listing threshold.

Trade:	Name of Subcontractor:	
Address:		
Telephone Number:	License Number:	NM Department of Workforce Solutions Registration Number:
Signature of Subcontractor (To be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone Number:	License Number:	NM Department of Workforce Solutions Registration Number:
Signature of Subcontractor (To be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone Number:	License Number:	NM Department of Workforce Solutions Registration Number:
Signature of Subcontractor (To be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone Number:	License Number:	NM Department of Workforce Solutions Registration Number:
Signature of Subcontractor (To be obtained after award of contract):		

## APPENDIX F

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2005), 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

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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.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_



## APPENDIX G

### RESIDENT VETERAN PREFERENCE CERTIFICATION

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to the Resident Veteran Preference Certificate submitted in their proposal associated with procurement #VCB-FY17-005

**Check one box only**

- I declare under penalty of perjury that my business prior year revenue starting January 1 and 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 and 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 and 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.

\_\_\_\_\_  
(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 the disqualification of a bid or proposal submitted, denial of an award or termination of an awarded contract if the statements are proven to be incorrect.