



INVITATION TO BID (ITB)

**ITB No. 2022-01
Chavez Memorial Park Concrete Renovation**

Released: March 30, 2022

Proposal Submittal Due Date: May 12, 2022 at 4 p.m.

On behalf of the Town Council of the Town of Mountainair and pursuant to and in compliance with the NM State Procurement Code, Town of Mountainair hereby invites competitive bids for the construction of the Chavez Memorial Park Concrete Renovation located at 200 West Cedar St, Mountainair, NM 87036.

Advertisement of Invitation to bid: March 30, 2022
Bids Due: May 12, 2022 at 4:00 p.m. (MST)
Award Date: May 17, 2022 during Town Council Meeting

The Town Council of the Town of Mountainair reserves the right to reject any and all bids, to accept the bid which in its judgment is most suitable and in the Town's best interest, to be the sole interpreter of the intent of any clauses of the specifications and the sole judge as to whether an offer complies with specifications. Bids will be accepted until the date specified. The Bid opening will be conducted live and telephonically and bidders may attend the meeting at the **Dr. Saul Recreational Center at 109 N. Roosevelt Ave** or through the following call-in information:

Visit: www.mountainairnm.gov for meeting login information due to possible password changes.

IMPORTANT:

BIDS ARE DUE and must be received by the Town Clerk no later than, May 12, 2023 at 4:00 P.M. Mountain Time

Mail or hand-deliver bids to the following address:

Town of Mountainair
Attn: Procurement Officer Dennis Fulfer
PO Box 115
Mountainair, NM 87036

NOTE: Delivery by hand or courier is highly recommended and encouraged to help ensure bid is received prior to the deadline date and time. It is recommended delivery status be verified, if not already confirmed, prior to bid opening.

Bids must be submitted in a envelope that is clearly marked:

"Chavez Memorial Park Concrete"

BIDDER'S NAME AND ADDRESS

Any bids received after 4:00 p.m. will be kept on file unopened and will be opened and considered only in the event all other bids are unresponsive.

If there is any problem regarding the following bid specifications or conditions that would prevent you from submitting a bid, contact the procurement officer immediately for clarification or consideration of an addendum.

SPECIFIC CONDITIONS

Bids must be received by May 12, 2022 at 4:00 p.m. Mountain Time. Any bids received after 4:00 p.m. will be kept on file unopened and will be opened and considered only in the event that all other bids are unresponsive.

1. **Criteria for Award:** Award shall be based on the lowest responsible bid prices which meet specifications and deliverable requirements. The Town Council of Town of Mountainair reserves the right to reject any or all bids, to waive any technicalities and to accept the bid(s) which in its judgment is most advantageous to the Town.
2. **Guaranteed Performance:** The bidder, if awarded a contract as a result of this bid, guarantees that services will conform to the specifications in this bid. Failure of the bidder to comply with providing a service which meets minimum specifications may result in termination of the award of that item or termination of the contract.

SPECIFICATIONS:

The bidder must hold the appropriate State of NM Contractors License for this project. Construction shall comply with all applicable state and local building codes. The successful bidder of this Invitation to Bid will be required to provide the Town with a new concrete pad, sidewalk and handicap parking pad to include the following.

1. Removal existing concrete. The Town Public Works Department will dispose of the old concrete.
2. Any necessary root removal and proper soil preparation.
3. Provide a 30' x 58' slab, 4" thick with rebar or remesh, under the ramada area.
4. Provide a 5' by 105' sidewalk between drinking fountain and existing sidewalk to the east of the ramada.
5. Provide a 4' radius of concrete at all connections between sidewalks and slab.
6. Provide a concrete, handicap parking large enough for two vehicles, connecting to the ramada slab, with rebar or remesh.
7. Replace 24" utility door.
8. Perform daily clean up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.
9. The successful bidder shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. **Safety shall be the responsibility of the contractor.** All related personnel shall be instructed daily to be mindful of the requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site. The contractor shall ensure all personnel follow all mandated New Mexico COVID Safe

Practices for the job site.

10. The Town expects to award contract at the May 17, 2022 Council meeting and Contractor shall have 60 days to submit the permit application once the contract is approved. Once the permit is received Contractor shall have 180 days to complete construction once Notice to Proceed is issued.

11. Provide a circular sidewalk 8' radius around drinking fountain. (Optional)

ADDITIONAL INFORMATION

Successful bidder shall obtain and pay for all required building permits, stamped building plans and any other legal requirements of State and local authorities. The successful bidder shall provide a copy of the permit to the Town before a Notice to Proceed is given. The successful bidder shall notify verbally and in writing the Building Inspectors when the work begins and bidder shall copy the Town on any correspondence with the Building Inspectors. Successful bidder will be required to provide construction updates to the Town Clerk.

Attached on Exhibit A are drawings of the requested layout for the Chavez Memorial Park Concrete Renovation. Successful bidder is not bound to these drawings, but to use as a guide for design.

VARIATIONS

Any variations from, or exceptions to, the conditions and specifications of this bid must be listed on a separate sheet labeled "Exception(s) to Bid Conditions", and attached to the bid.

QUOTATION SHEETS

Bidders shall use the attached Quotation Sheet(s) to submit their bids. The Quotation Sheet(s) must be signed.

BID OPENING

Bids will be accepted until May 12, 2022 at 4:00 p.m. at the Mountainair Town Administration Office, 105 E Broadway St, PO Box 115, Mountainair, New Mexico. Bids should be submitted in an envelope clearly marked: "**Bid No. 2022-01 – Chavez Memorial Park Concrete**". At that time and place, the bids will be publicly presented. Bidders can utilize the information below to participate in the bid presentation.

Visit: www.mountainairnm.gov for meeting login information due to possible password changes.

RESERVATIONS

The Mountainair Town Council reserves the right to reject any or all bids, to waive any technicalities, to accept in whole or in part such bid or bids as may be deemed in the best interest of the Town.

AWARD

The award may be made to the bidder providing a responsive, responsible bid which results in the lowest overall cost to the Town. The award will be made by the Mountainair Town Council at their regularly scheduled meeting. Bid prices must be good for ninety (90) days subsequent to date of opening.

F.O.B. DESTINATION

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

BID SECURITY

Each bidder shall submit a certified check or a satisfactory bid bond provided by a surety company authorized to do business in the State of New Mexico in an amount equal to (5%) five percent of the total amount of the bid, with each bid proposal. The security is required as outlined in Section 13-1-146 NMSA1978.

PERFORMANCE BOND

This (performance bond) shall be required on any contract awarded in excess of (\$25,000) twenty-five thousand dollars. The successful bidder shall supply the Town with a performance bond executed by a surety company authorized to do business in the State of New Mexico with said surety to be approved by the State Board of Finance in the amount of one-hundred percent (100%) of the total bid price. This bond is required as outline in Section 31-4-18 (1) of NMSA 1978.

PAYMENT BOND

This (payment bond) shall be required on any contract awarded in excess of (\$25,000) twenty-five thousand dollars. The successful bidder shall supply the Town with a payment bond executed by a surety company authorized to do business in the State of New Mexico with said surety to be approved by the State Board of Finance in the amount of 100% of the total bid price. This bond is for the protection of all persons supplying labor and materials to the contractor or its subcontractors for the performance of the work provided in the contract and is required as outlined in Section 13-4-18 (1) of NMSA 1978.

QUESTIONS

Questions regarding the specifications stated within the bid or the bidding process should be directed to Dennis Fulfer, Chief Procurement Officer in writing by email at townclerk@mountainairnm.gov. **Questions will be accepted until May 6, 2022 at 4:00 p.m.**

GENERAL CONDITIONS

1. Bid Forms: All pages included in this Invitation to Bid that are marked "**BID FORM**" must be completed and returned as part of the bid document.
2. Bids Binding Ninety (90) days: Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder(s), upon request of the Town Manager, agrees to an extension.
3. Payment Terms: For all services provided by Contractor, payment shall be made net thirty (30) days from invoice date after receipt of goods/services unless otherwise specified on bid

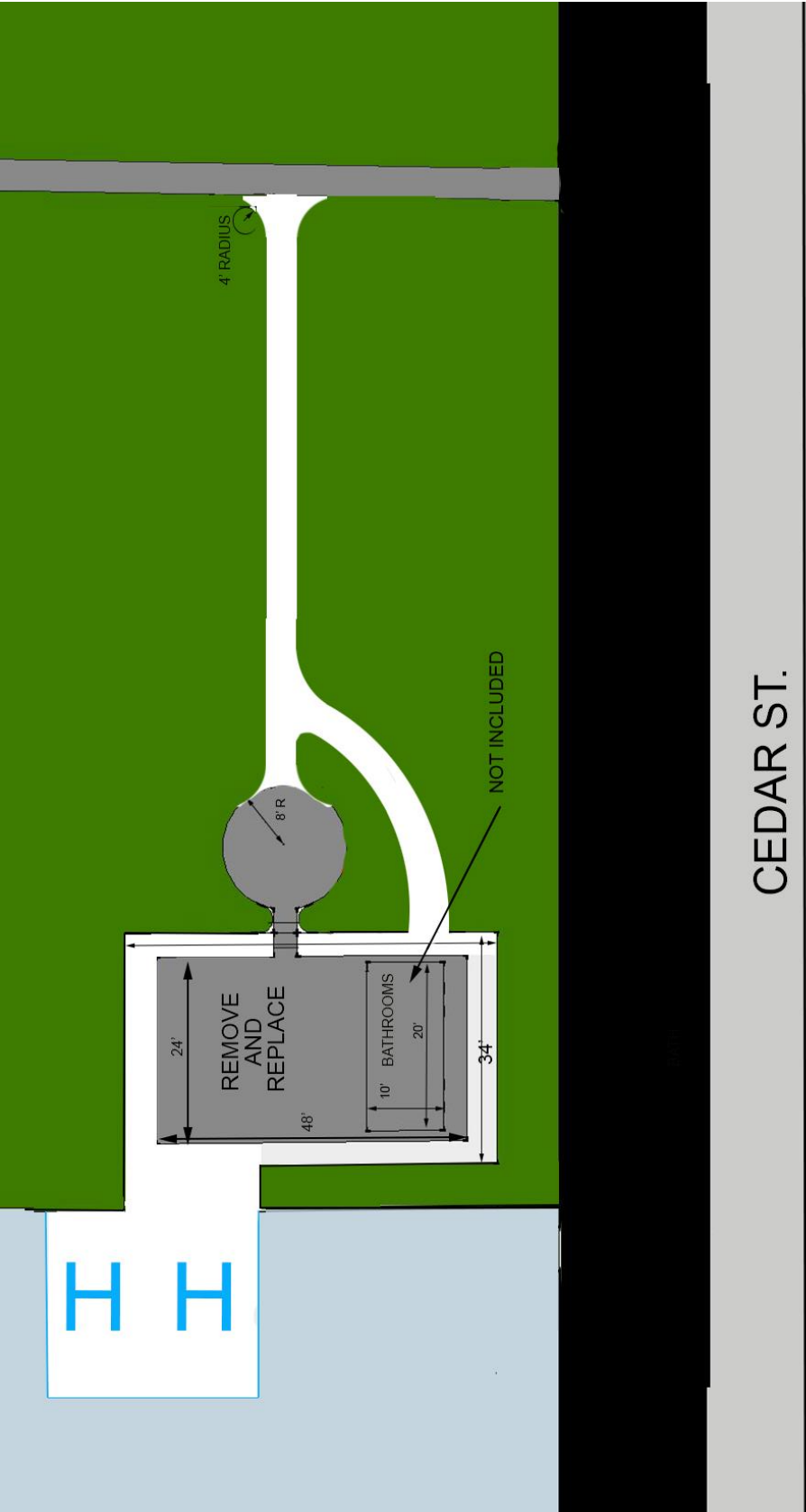
form or as otherwise agreed by both parties. All invoices shall be submitted directly to the Mountainair Town Finance Department at 105 E Broadway, PO Box 115, Mountainair, NM 87036. All bidders must submit a completed W9 form and a signed campaign contribution documents with the bid packet.

4. Equivalency: The Town hereby reserves the right to approve as equivalent, or to reject as not being equivalent, any item the bidder proposes to furnish which contains variations from specification requirements but may comply substantially therewith. Such decisions are strictly at the discretion of the Town.
5. Questions will be accepted until Friday, April 8, 2022. If there is any clarification, problem, ambiguity or question regarding this bid, you must contact the Procurement Officer or designee prior to the bid opening. Clarifications and addenda will be considered prior to the bid opening. Answers provided regarding the bid specifications or bid package **MUST** be answered by the Procurement Officer or designee. Questions answered by any other person or Town official shall be considered completely non-applicable to the legal provisions of this bid, except as specifically authorized by the Procurement Officer.
6. Restrictive Specifications: It is the responsibility of the prospective bidder to review the entire Invitation to Bid (ITB) packet and to notify the purchasing department if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the purchasing department not less than seventy-two (72) hours prior to the time set for bid opening.
7. Pursuant to Sections 13-1-21 & 13-4-2 NMSA 1978, and GSD Rule 1.4.1 NMAC, bidders claiming the 5 percent preference must be certified prior to the bid opening. The number must appear on the Quotation Sheet(s) in the space provided and must also include a copy of the certificate in order to receive the preference. An in-state resident or resident veteran preference will be given to all resident New Mexico businesses that have been issued certification by the State of New Mexico. To qualify for the preference, the bidder must list a valid resident business certificate number and shall submit a copy of the certificate with the bid. If you have a question regarding a Resident Business (or Resident Veteran Business) Certification, or wish to be given a number, you may contact the New Mexico State Department of Taxation and Revenue at 505-827-0951. This number is valuable to have as it allows the Town to consider your bid at five to ten percent less than the amount submitted, and could mean a difference in award. Please note that this number is NOT your State CRS Number (i.e. 01-503047-004). In addition, **any preference numbers issued by the NM State Purchasing Office were valid only through December 31, 2011 and must be re- issued through the Taxation and Revenue Department.**
8. Bidders shall list on a separate sheet of paper any variations from or exceptions to the conditions and specifications of this bid. **This sheet shall be labeled "Exception(s) to Bid Conditions" and shall be included with bid.**
9. Non-collusion: Bidders, by submitting a signed bid, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.

10. Nondiscrimination Statement: Mountainair Town in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Please refer to complete Mountainair Town Title VI Plan, specifically Appendices A and E at <https://drive.google.com/file/d/1Jox0XWQru0QYtbhJ7npyR2rhladsHrh3/view?usp=sharing>.
11. Qualifications of Bidders: The Town Purchasing Officer may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
12. The State of New Mexico's Procurement Code, Section 13-1-28 through Section 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violations. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
13. Mountainair Town reserves the right to reject any bid from a bidder who previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the bid of a bidder who is not in a position to perform such a contract satisfactorily. Such is at the discretion of the Town.
14. The successful bidder agrees to protect, defend and save the Town, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the Town under this agreement.
15. If a bidder to whom a bid is awarded refuses to accept the award or, fails to deliver in accordance with the contract terms and conditions, the Town may, in its discretion, suspend the bidder/contractor for a period of time from entering into any contracts with Mountainair Town.
16. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a bid, the parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract or purchase order, must be brought in the Seventh Judicial District in and for Mountainair Town, State of New Mexico, and each party shall pay its own costs and attorney fees.
17. Successful bidder must, in performance of work, agree to fully comply with all applicable federal, state and local laws, rules and regulations. The bidder will be required to carry the following minimum insurance coverage with Mountainair Town named as additional insured on all policies:

- a. General and professional liability insurance in the amount of \$1,050,00 single limit, and \$2,000,000 aggregate.
 - b. Workers' Compensations insurance as required by state statue.
18. It is the responsibility of the bidder to ensure that any addenda issued related to this Invitation to Bid have been received prior to submitting a bid. The Town guarantees that any addenda issued will be distributed and available to every party on the Distribution List for this solicitation. The Town will not accept responsibility for addenda not being obtained, and will not guarantee that addenda will be forwarded or available if the original packet was not obtained as directed.
19. The successful bidder shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Bidder from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

Exhibit A: Facility Sketch



BID FORM 1 QUOTATION SHEET

Cost of Materials: _____

Cost of Labor: _____

Gross Receipts Tax: _____

Total Project Cost: _____

Expected date to begin project: _____

Number of days to complete project: _____

Firm submitting bid: _____

Address: _____

Telephone: _____

Email: _____

New Mexico Bidder's Preference Number: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

BID FORM 3

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person

authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Prospective contractor" means a person or business that is subject to the proposal process set forth in the Procurement Code or is not required to submit a 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: Jose Richard Torres, Dustin Kayser, Ernie Lopez, Gayle Jones, or Peter Nieto.

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) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)