



CITY OF GALLUP

City of Gallup, New Mexico
Purchasing Division
P.O. Box 1270
Gallup, New Mexico 87305-1270
Office: (505) 863-1232
Fax: (505) 722-5133
gallupnm.gov/purchasing

INVITATION TO BID FORMAL BID NO NO. 1809

Water Tank for Fox Run Golf Course

ISSUE DATE: March 9, 2018
BID OPENING DATE: March 20, 2018
BID OPENING TIME: 2:00 p.m. Local Time

Vendor Name: _____

Vendor Address: _____

Notes:

F.O.B. Point : Destination

Payment Terms: Net 30, unless otherwise stated

Quantities may be increased or decreased
within reasonable amounts

ACKNOWLEDGMENT OF RECEIPT OF BID

Formal Bid No. 1809

In acknowledgment of receipt of this Formal Bid the undersigned agrees that they have received a complete copy of the bid consisting of 14 pages.

The acknowledgment of receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on March 16, 2018. **Only potential bidders who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all written questions and the City's written responses to those questions, as well as copies of Amendments, if any are issued.**

FIRM: DOES DOES NOT (Circle one) intend to respond to this Formal Bid.

FIRM NAME: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____

DATE: _____

EMAIL: _____

The above name and address will be used for all correspondence related to this Formal Bid.

Return this form to: City of Gallup Purchasing Department
Frances Rodriguez
P.O. Box 1270
Gallup, New Mexico 87305
(505) 863-1235
(505) 722-5133 Fax
Email: frdriguez@gallupnm.gov

Please return this form by March 16, 2018

GENERAL CONDITIONS

SEALED BIDS: All bids must be submitted in a sealed envelope and shall not be opened and considered if they are not received at the City of Gallup Purchasing Department, Municipal Building, 110 West Aztec, Gallup, New Mexico 87301 (mailing address: City of Gallup Purchasing Department; Municipal Building; P.O. Box 1270; Gallup, New Mexico 87305) prior to the time specified for the Bid Opening. All sealed bids must be submitted on the Bid Document Originals or Forms, or reasonable facsimile, furnished by the City of Gallup. All bids must be signed by a responsible and authorized person for the bidding firm. Each bidder must also fill-in areas for Delivery Date and Payment Terms; failure to do so may result in disqualification of their respective bid. NOTE: Fax or electronically transmitted Bids are NOT accepted on the City of Gallup **Formal Bids**. Bids submitted after the Bid Opening date and time will not be considered and will be returned unopened. Bids will be opened in the Purchasing Department Conference Room.

Physical Address

City of Gallup Municipal Building
Purchasing Department
110 West Aztec
Gallup, NM 87301

Mailing Address

City of Gallup Municipal Building
Purchasing Department
P.O. Box 1270
Gallup, NM 87305

BID OPENING DATE AND TIME: Bids shall be received until **March 20**, 2018 at 2:00 P.M. Local Time

MAILING: Bidder to utilize the City's self-addressed label on their return mailing envelope or package. If sent by overnight method (Federal-Express, UPS Next Day Air etc.) please **note bid number on exterior of envelope**. Failure to do so will not constitute a liability on the City if the Bid is misplaced or lost by the City.

LATE BIDS: Any bid received after the specified time and date will be declared a "Late Bid" and will NOT be considered. Please provide ample time if using carriers such as FedEx or UPS, etc. **Delays caused by commercial airlines or express carriers such as FedEx and UPS are not excusable and bids will therefore be considered late and will NOT be accepted. Weather forecasts should be monitored and taken into consideration in the planning of mailing of bids and/or proposals.**

Please return two sets of the Invitation to Bid packages to the Purchasing Department, the original and a photo copy.

SPECIFICATIONS: Specifications, as included in this Bid, are intended to indicate the requirements of the City of Gallup and give an accurate description of minimum standards acceptable. All items equal or equivalent to these requirements and standards will be considered, except where otherwise noted.

MINOR MODIFICATIONS, DEVIATIONS OR IRREGULARITIES: The City reserves the right to accept **minor** modifications to or deviations from any specification, except where otherwise noted, as long as the proposed material meets the intent of the specifications. The City will be the sole entity to determine the acceptance or non-acceptance of any such modifications or deviations.

Therefore, exceptions may be accepted if they are minor, equal, or superior to that which is specified, and

provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The exceptions shall refer to the specification page and paragraph number. The Purchaser shall determine which (if any) exceptions are acceptable and this determination shall be final.

EQUIVALENTS: Equals or equivalents to these specifications will be considered provided Bidder furnishes sufficient proof that their offer meets or exceeds the intent of these specifications, unless the specifications state that no substitutions or equivalents are allowed. Failure to submit sufficient data/literature to allow a thorough evaluation of your bid may be cause for rejection of your bid. Therefore, include copies of all pertinent data, specifications, or descriptive literature. The City will be the sole entity to determine the acceptance or non-acceptance of any modifications or deviations.

BRAND NAMES: Where a product or brand name is indicated in the specifications, it shall mean "minimum acceptable level or minimum quality required" by the City unless the specifications state that no substitutions or equivalents are allowed. If the Bidder is offering, as an equal or equivalent, an item other than the one specified then the manufacturer's name and model number of that item must be specified in the offer and sufficient specification and descriptive data and literature provided to permit a thorough evaluation. Failure to provide appropriate information may result in disqualification of the offer.

Bidders must state the brand name and model being bid and provide proof that the merchandise bid is **equal or equivalent** to the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, his bid shall be considered as offering a brand name product referenced in the Bid Schedule.

NEW EQUIPMENT: Unless otherwise stated all goods or equipment must be new and the latest in production with parts and service readily available. Equipment or goods classified as prototype or experimental, or a similar classification, shall not be acceptable.

FORMS COMPLETION: Bidders to indicate compliance or exception to specifications. Exceptions to the specifications shall be listed and fully explained on a separate page entitled "Exceptions to specifications". The exceptions shall refer to the specification page and paragraph number the nature of each exception should be described in as much detail as necessary. Failure to do so may be reason to reject your bid.

SUBMITTALS: Each Bidder is requested to submit printed literature and specification sheets that fully describe the material they propose to furnish the City when the material offered is different from that specified on the bid. Failure to submit sufficient data/submittals/literature upon request to allow a thorough evaluation of your bid may be cause for rejection of your bid. The acceptance or rejection of equals or equivalents shall be determined solely by the City of Gallup.

COMPETENCY OF BIDDER: Bids will be considered only from firms which are regularly engaged in providing the type of materials described in the bid and who can provide evidence that they have established a satisfactory record of performance to insure they can execute the requirements as stated herein. Any determination as to competency shall be made by appropriate City staff.

PERMITS AND LICENSES: Contractor shall be licensed for the work required, and shall obtain all necessary permits and additional licenses required, and pay any fees.

NON-CONFORMING MATERIAL: If the City of Gallup issues a Purchase Order and upon receipt the material does not meet the specifications, the City will return the material freight collect, and at its option cancel the order and recover from the vendor any damages suffered.

SUBSTITUTIONS: Any material substituted from that originally bid shall have the prior approval of the City before shipping to the City. If a Purchase Order is issued and upon receipt the material does not meet specifications, the City will return the material freight collect, and may at its option cancel the order.

DELAYED DELIVERY: Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Central Purchasing office, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

BILLING: All goods or services must be billed to the City of Gallup and at prices not exceeding those stated on the Purchase Order. If prices or terms do not agree with your quotation, notify the Purchasing Department immediately.

F.O.B. POINT: All material shall be quoted F.O.B. **DESTINATION**, Freight Prepaid and Allowed. Bidders are cautioned that quoting material other than F.O.B. Destination may result in a finding of their bid as Non-Responsive. All price(s) bid shall be freight prepaid and included in the price. The City will not pay separately stated freight charges. City of Gallup Ordinances and State Law do not permit the City to own tangible goods prior to receipt of said goods, or payment for services until services have been rendered.

PAYMENT OR ACCEPTANCE NOT CONCLUSIVE: Vendor will supply the City with invoice for payment. No payment made under this contract shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the Bidder from corrections of the defects. The final acceptance shall not be binding upon the City, nor conclusive, should it subsequently develop the Bidder has furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the City shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the Bidder.

PRICE TERMS: Bidder agrees that the prices bid shall remain in effect for 45 days from the date of the Bid Opening and subject to acceptance by the City of Gallup within that period. Acceptance period may be extended with the mutual agreement of the City and the Bidder.

TOTAL ALL OR NONE: Material on this Bid will be awarded on a Total All or None basis where indicated. If no responsive all or none offers are received, the City reserves the right to award the Bid in whatever it deems to be in its best interest.

METHOD OF AWARD: The City of Gallup reserves the right to award in total, or by group of items, or by individual item(s), or any combination of these which in its judgement best serves the interests of the City of Gallup.

TAXES: The Bid total shall **exclude** all applicable taxes. The city will pay any taxes due on the contract based upon billing submitted by the contractor, at the applicable tax rate. Taxes shall be shown as a separate amount on any billing or request for payment. The City is non-taxable on tangible goods and will issue Non

Taxable Transaction Certificates (NTTC) on request.

PURCHASE ORDER REQUIRED: No material may be shipped or services provided without a valid City of Gallup Purchase Order.

CANCELLATION: The City reserves the right to cancel any contract resulting from this request for convenience by giving written notice to the vendor. The City shall be liable to the vendor for any services provided or material ordered and accepted prior to termination.

If the vendor fails to fulfill any obligation resulting from this contract in a timely and responsive manner, or if the vendor violates any of the terms of this contract, the City shall have the right to cancel the contract by giving written notice of cancellation to the vendor and recover from the vendor any damages resulting from vendor's failure to perform.

NON-DISCRIMINATION: The City of Gallup does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. Contractors shall be in compliance with all Federal, State and Local Laws and Ordinances regarding employment practices and the A.D.A. requirements.

LOCAL AND RESIDENT PREFERENCE: In accordance with City Ordinance, a local preference may be afforded a bidder who qualifies as a City of Gallup resident business as defined by the City of Gallup Procurement Ordinance. Preference factors can be accessed at:

<http://www.sterlingcodifiers.com/NM/Gallup/index.htm>

The State of New Mexico and the City of Gallup also grant a preference for qualified New Mexico Resident Businesses or Resident Veterans Businesses certified by the State of New Mexico Department of Taxation and Revenue, in accordance with Sections 13-1-21 to 13-1-22 NMSA 1978. **You must furnish a copy of your State of New Mexico Resident Business or Resident Veterans Business Certificate with your bid to be considered for the in-state preference.** For information on State of New Mexico resident business or Resident Veterans Business certification call 505-827-0951 or to download applications, go to: www.tax.newmexico.gov, select "Businesses" and click on "Popular Information" and then select "In-State Preference Certification". You may also use link: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

The applicable City of Gallup Resident Business preference or State of New Mexico Resident Business or Resident Veteran's Business Preference will be factored into bid prices where applicable. However, the preferences are not cumulative and bidders will only be entitled to receive one preference.

UNIT PRICES: Typographical errors, errors in extending unit prices, arithmetic errors or errors clearly evident on the face of the bid document may be corrected in accordance with the Procurement Ordinance and Procurement Regulations. Discrepancies involving the incorrect extension of unit prices shall be resolved in favor of unit prices as unit prices cannot be corrected.

APPROPRIATIONS: The terms of this Agreement are contingent upon sufficient monies being made available by the City of Gallup for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City of Gallup, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

PROCUREMENT CODE: The City of Gallup and State of New Mexico Procurement Code shall apply.

AMENDMENTS: If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person for technical information, offerors are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the purchasing office to all bidders of record. For a determination as to whether any representation made requires that an amendment be issued, contact the purchasing office.

DEBARMENT: By submitting this bid/proposal, the bidder/proposer warrants and certifies that he is eligible to submit a bid/proposal because he is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a transaction by any Federal, State, or local department or agency.

GOVERNING LAW: This Agreement shall be construed in accordance with the laws of the State of New Mexico as they pertain to agreements executed and fully to be performed within New Mexico, or federal law where applicable, but in either case excluding that body of law relating to choice of law.

PROTESTS: Any bidder or offeror who is aggrieved in connection with any phase of a solicitation or award of a contract may protest to the central purchasing office. The protest must be submitted in writing within seven (7) calendar days after knowledge of the facts or occurrences giving rise thereto. The protest must include the grounds for the protest and any supporting documentation, and the relief requested.

AWARD: The award, if made, shall be made to the lowest responsible Bidder submitting a responsive Bid that is most advantageous to the public.

The City reserves the right to cancel the bid, reject any or all Bids in whole or in part, to waive technicalities and to accept the proposal it deems to be in the best interests of the City. Bids may be rejected for, among other reasons:

- Bids containing any irregularities.
- Unbalanced value of any items.
- Reason for believing collusion exists among the Bidders.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract; or within the past three years been formally debarred in the State of New Mexico or any other jurisdiction; or whose license has been suspended or revoked by the appropriate licensing authority
- Lack of responsibility as may be revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

The City may make such investigations it deems necessary to determine the ability of the BIDDER to perform the services and/or supply the items of tangible personal property specified herein. BIDDER shall, within the time specified, furnish to the City all such information and data as the City may request.

PROCUREMENT CODE VIOLATIONS: The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

THE CITY OF GALLUP RESERVES THE RIGHT TO CANCEL THE BID, OR REJECT ANY OR ALL BIDS IN WHOLE OR IN PART, TO WAIVE MINOR IRREGULARITIES OR TECHNICALITIES IN THE BID, AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTEREST OF THE CITY.

SUPPLEMENTAL TERMS AND CONDITIONS

ELECTRONIC COMMUNICATIONS: Communications regarding this procurement, including issuance of any amendments, may be conducted by electronic means (e-mail or fax). However, electronic submittals of the proposal whether by fax or other electronic means are not acceptable as noted in the General Conditions.

PROMPT PAYMENT DISCOUNTS: Except in the case of tie bids, prompt payment discounts shall not be considered in computing the low bid. Such discounts may be considered after award of the contract.

ACKNOWLEDGMENT OF RECEIPT OF BID: The Acknowledgment of Receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on **March 14, 2018. Only potential bidders who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all written questions and the City's written responses to those questions as well as copies of Amendments, if any are issued.**

INFORMATION: For questions or clarification regarding any part of the General Conditions or Specifications, contact Frances Rodriguez P.O. Box 1270, Gallup, NM 87305, phone number (505) 863-1334; fax number (505) 722-5133; email: frrodriguez@gallupnm.gov Questions submitted after March 16, 2018 may not be addressed.

EXISTING AGREEMENT: Under the terms and conditions of this Bid all public bodies allowed by law may procure the goods, supplies or services under this Bid as described herein. The terms and conditions of this Bid shall form a part of each order issued herein, but each public body shall be responsible for their own orders.

BID DOCUMENTS: Bid documents may be retrieved by accessing the Purchasing page of the City of Gallup website, www.gallupnm.gov/purchasing , by calling (505) 863-1232 or visiting the Central Purchasing Office at 110 West Aztec, Gallup, NM 87301.

The City of Gallup will notify bidder of record of amendments/addenda that are issued. If you are not a bidder of record for the solicitation, or if you have downloaded a copy of a solicitation from our website it shall be your responsibility to check our website frequently for copies of any addenda/amendments or correspondence concerning the solicitation. Failure to acknowledge all addenda could result in rejection of your bid/proposal as non-responsive. In the case of an inconsistency between information on this site and the Purchasing file document, the file document shall prevail.

NOTICE TO BIDDERS

As of October 5, 2011 applications for Resident New Mexico in-state bidders will no longer be processed through the State Purchasing Division. All resident business and contractors will have to obtain a new preference number with the New Mexico Department of Taxation and Revenue as of January 1, 2012.

It will be the sole responsibility of the Bidders requesting consideration for the New Mexico Resident Business Preference to obtain approval and a certification from the New Mexico Department of Taxation & Revenue prior to the bid opening date. You must furnish a copy of the Resident Business Certificate with each bid in order to be considered for the in-state preference as per Sections 13-1-21 and 13-1-22 NMSA 1978.

As of July 1, 2012 a New Mexico Resident Veteran's Business preference number may be obtained from the New Mexico Department Taxation and Revenue Department. In order to be considered for the New Mexico Veteran's Contractor preference a copy of the Certificate must be included with each bid as per Sections 13-1-21 and 13-1-22 NMSA 1978.

For information on State of New Mexico resident business or Resident Veterans Business certification call 505-827-0951 or to download applications, go to: www.tax.newmexico.gov , select "Businesses" and click on "Popular Information" and then select "In-State Preference Certification". You may also use link: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

EQUIPMENT SPECIFICATIONS

Furnish and erect a 50,000+/- 2,000-gallon corrugated steel water storage tank, with a dome roof and polyethylene liner that meets ANSI Standard 61; furnishing and installing any and all appurtenances associated with a water storage tank; maintenance manuals, commissioning certification and record drawings.

City will be responsible for site prep and foundation work, including the construction of a slab or ring beam. Ring beam drawings shall be provided by Tank Manufacturer and shall take into account applicable wind and snow loadings.

The tank provided will store irrigation water for the Fox Run Golf Course and must carry a minimum of a 10-year parts and workmanship warranty, which must include a 12-month installation defect liability warranty. Water stored in the tank will have a pH level between 6.0 to 8.0. Tank supplier must provide a Maintenance Manual and Commissioning Certificate upon tank installation.

Tank must provide 18-feet of hydrostatic head and should be between 18-20 feet in height. Diameter should be approximately 20-feet.

Fittings and accessories should include:

- 1 five (5) layer polyethylene NSF approved liner, meeting ANSI Standard 61
- 1 Internal ladder (hot dipped galv.)
- 1 External change of direction ladder (hot dipped galv.)
- Roof access hatch with a platform and safety rail
- Top and bottom support hoops
- 1 Condensation barrier
- 1 Seal / Rodent Proofing System
- 1 Geotextile Fabric (under liner)
- 1 Roof vent
- Set of Anchor Brackets
- Set of Anodes
- 1 6-inch Outlet Nozzle C/W internal antivortex, Flanged ANSI (poly)
- 1 6-inch Inlet Nozzle Flanged ANSI (poly)
- 1 4-inch Overflow Nozzle Flanged ANSI (poly) c/w internal bellmouth
- 1 4-inch Floor Scour Drain (PVC) with valve and protector box
- 1 Tank Manufacturer Supplied drawing for ring beam

Tank exterior shall be fully corrugated Zinalume® steel with a Colorbond® pre-finished color. A color palette shall be supplied to City for final color selection.

*Must be an authorized signatory for the Business

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

**CITY OF GALLUP
FORMAL BID NO. 1809
BID PROPOSAL**

Item No.	Description	Quantity	Unit Price	Amount
1.	50,000+/- 2,000-gallon corrugated steel water storage tank, with a dome roof and polyethylene liner that meets ANSI Standard 61, along with appurtenances listed in Equipment Specification Section	1 each	\$ _____	\$ _____
2.	Shipping of Tank and appurtenances listed in Equipment Specification Section	1 each	\$ _____	\$ _____
3.	Tank Erection and Commissioning	1 each	\$ _____	\$ _____

Contractor Name: _____
 Address: _____

F.O.B.: **DESTINATION**
 Delivery Date ARO: _____
 Payment Terms: _____

Signed By: _____
 Name Printed or Typed

 Signature

Fax No.: _____
 Email: _____
 Telephone No.: _____

AMENDMENTS: BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMMENDMENTS:

- AMENDMENT No. ____ Date _____ Initials: _____
- AMENDMENT No. ____ Date _____ Initials: _____
- AMENDMENT No. ____ Date _____ Initials: _____
- AMENDMENT No. ____ Date _____ Initials: _____
- AMENDMENT No. ____ Date _____ Initials: _____

Failure to acknowledge receipt as provided above may be sufficient grounds for disqualification of the bidder and rejection of his proposal. It shall be the contractor=s responsibility to become fully advised of all addenda prior to submitting a bid.

Bidder’s Checklist of Submittal Documents

- **Bid (Cost) Proposal, Page 12**
- **Acknowledge Receipt of Amendments (if any), Page 12**
- **Exceptions to Specifications, Page 14**
- **Bidders MUST include a Copy of their New Mexico Resident Business or New Mexico Resident Veteran’s Business Certificate issued by the State Taxation and Revenue Dept. (if applicable), to qualify for application of the State Preference to the bid**
- **A current IRS Form W-9**

EXCEPTION FORM

CITY OF GALLUP
PURCHASING

FORMAL BID NO. 1809

IN THE INTEREST OF FAIRNESS AND SOUND BUSINESS PRACTICE, IT IS MANDATORY THAT YOU STATE ANY EXCEPTIONS TAKEN BY YOU TO OUR SPECIFICATIONS.

IF YOUR BID DOES NOT MEET ALL OF OUR SPECIFICATIONS, YOU MUST SO STATE ON THE SPACES PROVIDED BELOW.

IF YOUR BID DOES NOT MEET OUR SPECIFICATIONS, AND YOUR EXCEPTIONS ARE NOT LISTED ABOVE IN THE SPACES PROVIDED, THE CITY OF GALLUP MAY DISREGARD YOUR BID.

SIGNED: _____
I DO MEET SPECIFICATIONS

I DO NOT MEET SPECIFICATIONS AS LISTED IN THIS BID; EXCEPTIONS ARE NOTED ABOVE

(SIGN ONE OF THE ABOVE)