



City of Alamogordo

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

September 17, 2017

To Whom It May Concern:

The City of Alamogordo is requesting sealed bids for "IFB 2017-10 Upgrade Replacement HVAC Unit at Sgt. Willie Estrada Memorial Civic Center" in accordance with the attached scope of work.

REQUIREMENTS

1. The City reserves the right to reject any or all bids, and to waive minor informalities and irregularities in bids received.
2. Prices shall be filled in for all items on the Bid Schedule. The Bid Schedule must be completed in ink. The address and telephone number must be completed. Any Bid not duly signed will be considered non-responsive. Campaign Contribution Disclosure form and Resident Veterans Preference Certification (if applicable) must be submitted with bid proposal. Failure to submit these forms with the bid proposal may result in disqualification of the bid.
3. Payment & Performance Bonds will be required for this Project. A Bid Bond will **NOT** be required.
4. Awarded contractor shall provide a certificate of insurance prior to commencement of the work. The City of Alamogordo shall be listed as the certificate holder and additionally insured with respect to liability. Minimum coverages and limits for general liability and worker's compensation shall be the statutory limits as required by the State of New Mexico.

Sealed bids will be received no later than 2:00 p.m. on September 29, 2017 at the Office of the Purchasing Manager located at 2600 N. Florida Avenue, Alamogordo, NM 88310. The City Commission at their regularly scheduled meeting will make an award of the bid. Please mark clearly on the outside of the sealed bid "IFB 2017-10 Upgrade Replacement HVAC Unit at Sgt. Willie Estrada Memorial Civic Center".

CITY OF ALAMOGORDO

INSTRUCTIONS AND CONDITIONS

These Instructions and Conditions are meant to coincide with bids. Several bids have individual requirements. Where there is no mention of specific requirements, these Instructions and Conditions shall govern.

1. PREPARATION OF BID

- A. Unit prices for each unit offered shall be shown unless otherwise specified. In case of a discrepancy between a unit price and an extended price, the unit price will prevail.
- B. Bidders must state a definite time for delivery of supplies or performance of services, unless otherwise specified in the bid. Time, if stated in number of days, will include Saturdays, Sundays, and holidays.
- C. Specifications within this IFB are not meant to exclude any bidder or manufacturer. Where a product characteristic of a sole manufacturer, or where a "Brand Name" is indicated, it will be defined to mean "Acceptable Level" or "Quality Required" by the City of Alamogordo, unless "No Substitute" is indicated.

2. AMENDMENTS OR CHANGES TO BIDS

- A. Any explanation desired by a bidder regarding the meaning or interpretation of a bid, specifications, etc., must be requested in writing, and with sufficient time allowed for a reply to reach the bidder before the opening date. Verbal explanations or instructions given prior to opening of the bid will not be binding.
- B. Occasionally, the City will issue amendments to IFB's after they are mailed to vendors. The amendment will become part of the IFB, and must be attached to the bid proposal.

3. SUBMISSION OF BIDS

- A. Bids must be mailed or hand carried to the City Purchasing Department, 2600 N. Florida Ave., Alamogordo, NM 88310. The envelope must be sealed with the name of bidder, IFB number, and date of opening shown on the outside.
- B. The City of Alamogordo will not be responsible for bids which are mailed in. Bids faxed to the Purchasing Department will not be accepted as a sealed bid.
- C. Every effort will be made to begin reading bids at exactly the time specified. However, since it is impossible to begin on the exact second, bids will be accepted until the first envelope is opened. Bids received after the opening of the first envelope will not be considered, and will be returned unopened to the bidder.

D. Prices shall be filled in for all items on the Bid Schedule. The Bid Schedule must be completed in ink. The address and telephone number must be completed. Any Bid not duly signed will be considered non-responsive.

E. Prices shall be filled in for all items on the Bid Schedule. The Bid Schedule must be completed in ink. The address and telephone number must be completed. Any Bid not duly signed will be considered non-responsive.

F. The following Bid documents are to be submitted. (If Applicable):

1. Bid Schedule
2. Campaign Contribution Form – Signed (Attachment A)
3. If Claiming Preference (If Applicable)
 - a. New Mexico Resident Veterans - Form (Attachment B) and Certificate
 - b. New Mexico In-State Business - Certificate

4. MODIFICATION OR WITHDRAWAL OF BID

A. Bidders may modify or withdraw their bids by written or telegraphic notice prior to the date and time of the bid opening.

B. A bid may be withdrawn in person at any time before the bid opening provided a receipt is signed by the bidder or its authorized representative.

5. AWARD OF BID

A. This IFB will be awarded to the responsible vendor whose bid which, in the City's sole discretion and after taking into account all the information in the submission requirements, or any information attained by the City as a result of any related investigation, the City determines to be the responsive offer that is the most advantageous to the City of Alamogordo.

B. The City of Alamogordo reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.

C. This IFB and award is contingent upon available funding.

D. The City may accept any item or group of items of any bid, unless the bidder qualifies its bid by specific limitations.

E. Tax exemption certificates will be provided, if necessary, by the Purchasing Department.

F. In case of default by the bidder, the City shall have the right to cancel and to repurchase from other sources, and will take recourse as provided by law.

G. The Contract Agreement shall be Executed in two (2) counterparts, any one of which shall be deemed to be an original, and shall be distributed as follows:

CONTRACTOR 1 copy
OWNER 1 copy

H. The bidder, if its bid is accepted, hereby expressly binds itself to defend, indemnify, and save harmless the City, its agents, servants, and employees from all claims, suits, and actions of every nature and description brought against the City or its agents. This pledge to indemnify applies to providing materials, equipment, supplies, services, contractual construction, or contractual demolition done by the bidder pursuant to the IFB or by reason of any act or omission, misfeasance of the bidder, its agents, servants, or employees. This paragraph shall equally apply to injuries to bidder's employees.

I. Bid prices must be firm for a period of at least sixty (60) days after the bid opening date.

SPECIAL CONDITIONS

1. All orders are F.O.B.: City of Alamogordo, Central Receiving, 2600 N. Florida Ave., Alamogordo, NM 88310, unless otherwise specified in the IFB.
2. Cost of freight will be incurred by the vendor and will therefore be reflected in the bid amount(s) quoted. All items will be F.O.B. location cited in bid or quote. Failure to include freight costs may result in rejection of the bid or quote.
3. Deliveries to 2600 N. Florida Avenue may be made between the hours of 8:00 a.m. and 3:00 p.m.
4. No partial deliveries will be accepted on any one item; deliver complete.
5. City purchase order numbers and vendor stock numbers shall appear on all invoices, packing slips, and the outside of all inventory shipping containers (boxes, pallets, or tag the material itself).
6. Bids will be awarded by unit of issue, not by packaging, or casing of vendor. Exceptions will be made by Central Receiving personnel, who will have the option to accept or reject any or all items.
7. Packing slips must accompany all shipments and indicate the purchase order number.
8. Vendor will provide current copies of all manufacturer specifications and warranties. Failure to include such information may result in rejection of the bid or quotation.
9. Include any written manufacturer guarantees and warranties. Also, include any written guarantees or warranties from the bidder.
10. Bid the closest unit manufacturer's quantity unit pack without breaking the manufacturer's standard pack. Indicate the difference, if any, by circling the listed quantities being changed and placing the bid quantity to the left of the listed quantity.
11. TRADE NAMES OR EQUALS:

Whenever in the specifications, any particular materials, process and/or equipment is indicated or specified by patent, proprietary, or brand name, or by name of manufacturer, such wording shall be deemed to be used for the purpose of facilitating description of the material, process, and/or equipment desired, and shall be deemed to be followed by the words "or equal". The lists of acceptable material are not intended to be comprehensive lists, or in any order of preference. The bidder may offer any material, process, and/or equipment which comply with the governing specifications which the bidder considers to be equivalent to that which is indicated or specified.

12. The City of Alamogordo reserves the right to award in total or by group of items, on the basis of individual items, or any combination of these which is in the best interest of the City.
13. Delivery is requested within 60 days after the receipt of the purchase order, unless otherwise stated in the IFB.

14. Notify Central Receiving at (575) 439-4242, at least one working day prior to delivery, unless otherwise stated in the IFB.

15. All questions about the meaning or intent of the Contract Documents shall be submitted via fax (575) 439-4117 or e-mail bpyeatt@ci.alamogordo.nm.us. **Questions received after 3:00 p.m. on September 25 2017 will not be answered.** Submitted questions will be answered by formal written addenda and will be binding. Oral clarification will not be binding.

Each Addenda shall be made part of the Contract Documents to the same extent as though contained in the original documents and itemized listings thereof. On the Bid Proposal, each bidder shall acknowledge receipt of each Addenda.

16. Any contract over \$25,000.00 "for the construction, alteration, improvement or repair of any public building, structure or highway, or for any public work" requires the furnishing of a labor and materialman's payment bond under Section 13-4-18 NMSA 1978, the "Little Miller Act".

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

Insurance Requirements

Public Liability and Automobile Liability Insurance

A. General Liability: Bodily Injury Liability and Property Damage Liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

Bodily Injury Liability:

\$500,000 each occurrence
\$1,000,000 aggregate

Property Damage Liability:

\$500,000 each occurrence
\$1,000,000 aggregate

B. Automobile Liability Insurance: must provide liability for the ownership, operation and maintenance of owned, non-owned and hired cars. The limits of liability for Automobile Liability insurance shall be provided in the following amounts:

Bodily Injury Liability:

\$500,000 each person
\$1,000,000 each occurrence

Property Damage Liability:

\$1,000,000 each occurrence

II. Workers' Compensation Insurance

The CONTRACTOR shall also carry Workers' Compensation Insurance or otherwise fully comply with the provisions of the New Mexico Workmen's Compensation Act and Occupational Disease Disablement Law.

III. Owners' Protective Liability Insurance

The CONTRACTOR shall purchase Standard Form Owners' Protective Liability insurance naming the OWNER as the name insured, with limits of liability applicable in full to the subject project as follows:

Bodily Injury Liability:

\$500,000 each occurrence

Property Damage Liability:

\$100,000 each occurrence

Property Damage and Bodily Injury Combined:

\$1,000,000 aggregate

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of this ____ day of _____, 2017 by and between _____, a _____ corporation ("Contractor"), and the City of Alamogordo, a New Mexico municipal corporation ("City").

In consideration of the mutual covenants contained herein the parties agree as follows:

1. **Goods and Services.** Contractor shall furnish the City with the parts, materials and services described in the Scope of Work, attached hereto as Exhibit "A", subject to and in compliance with all conditions, covenants, stipulations, terms and provisions contained in the specifications, instructions to bidders and related documents, which if attached hereto are shown as lettered Exhibit(s) _____ and which are incorporated herein by reference, (collectively the "Contract") for the sum equal to the aggregate purchase price of that described above to be furnished by Contractor at the prices and rates specified in the proposal, which if also attached hereto is shown as Exhibit _____ and which is incorporated herein by reference. The total contract price is not to exceed: _____ (the "Contract Price").
2. **Time of Performance.** Contractor shall commence the performance of this contract within five (5) days of receiving written notice to proceed and shall have completed the work on or before sixty (60) days after notice was received. The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement. All provisions related to time of completion of the work are of the essence.
3. **Progress Payments and Final Payment.** Should the work required under this Contract extend beyond thirty (30) calendar days, invoices may be presented at the beginning of each month covering service performed and/or parts and materials installed during the previous month. No invoice will be processed if there is a dispute between the City and the Contractor as to the current or cumulative services provided. The City's approval of periodic payments if any, to the Contractor shall not constitute, in any sense, approval or acceptance by the City of the work performed through the date of the invoice or of the Contractor's assertion of the percentage of the work completed through the date of the invoice. When required by the City to substantiate the degree of completion claimed in any application for periodic payments, the Contractor shall furnish the City with copies of the documents evidencing the degree of completion claimed. Final payment constituting the entire unpaid balance of the Contract Price shall be paid by the City to the Contractor when: (1) the Scope of Work has been completed to the City's satisfaction; and (2) the Contract has been fully performed.
4. **Performance of Scope of Work.** Contractor covenants and agrees to faithfully perform all of its obligations under this Contract and the incorporated documents hereto. Said performance shall be in a professional and workmanlike manner and in accordance with the standard of care and conduct that is generally acceptable in the business or profession. It is understood and agreed that the Contractor shall employ persons skilled in the disciplines necessary to perform the work agreed to be performed by it under this contract and that the City relies upon the skill of such employees to do and perform the work in a skillful manner and that the Contractor agrees to perform such work. Acceptance by the City of the work performed does not operate as a release of the Contractor from its responsibility. It is further understood and agreed that the Contractor's responsibility shall extend to all work and services required to be performed under this Contract.

5. **Access.** The Scope of Work shall be performed at the Sgt Willie Estrada Memeorial Civic Center 800 East First Street, Alamogordo, New Mexico 88310 (the "Premises"). Any access to Premises and any labor and equipment that may be provided by the City in connection with delivery of the services or installation of any parts and/or materials shall be provided without acceptance by the City of any liability whatsoever, and the Contractor shall indemnify the City, and its or their employees, servants, agents or sub-contractors in respect of any actions, suits, claims, demands, losses, charges, costs and expenses which the City, and its or their employees, servants, agents or sub-contractors may suffer or incur as a result of or in connection with any damage or injury occurring in the course of delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Contractor or its staff. Access to Premises by Contractor shall at all times comply with the reasonable requirements of the City.

6. **Inspection, Acceptance and Rejection.** Upon completion of the Scope of Work, Contractor shall notify City that the completed work is ready for inspection by submission of an invoice requesting final payment of the Contract Price. The City will, as soon as practical, but within 10 days, arrange for a final inspection of the completed work. Final inspection and acceptance of the completed work shall be performed prior to final payment. The basis for acceptance shall be in compliance with the terms and conditions of the contract. City shall acknowledge acceptance by so noting on the invoice. No failure to make complaint at the time of such inspection or tests, and no approval given during or after such tests or inspections shall constitute a waiver by the City of any rights or remedies in respect of the work. The City may by written notice to the Contractor reject any of the completed work which fails to meet the requirements specified in this Contract. Such notice shall be given within a reasonable time after completion of the inspection. If the City shall reject any of the completed work pursuant to this condition the City shall be entitled (without prejudice to its other rights and remedies) to either: have the rejected work repaired by the Contractor or (as the City shall elect) the parts and materials replaced by the Contractor with work, parts and/or materials which complies in all respects with the requirements specified in the Bid Specifications; or to obtain a refund from the Contractor with respect of the work, parts and/or materials. Any parts or materials rejected or returned by the City as described in this section shall be returned to the Contractor at the Contractor's risk and expense.

7. **Acceptance of Non-Conforming Parts and/or Materials.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming parts and/or materials, the City prefers to accept them, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming parts and/or materials. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non conforming parts and/or materials. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

8. **Warranties.** The Contractor warrants that it has good and indefeasible title to the parts installed and/or materials furnished under this agreement, and that the parts and/or materials are free and clear of all liens, claims, security interests and encumbrances. The Contractor further warrants to the City from the date of delivery of the parts and/or materials to the City for the period defined in the Guarantee Period as hereinafter defined, that the parts and/or materials sold and installed hereunder shall (i) be free from any defects in material or workmanship and be of good and merchantable quality, and (ii) conform to City's Bid Specifications. The Contractor warrants and represents that all services to be provided the City under this agreement will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of this agreement, and all applicable Federal, State and local laws,

rules or regulations. Contractor further certifies the suitability, professionalism and capability of all individuals employed to furnish any services described in the Scope of Work.

9. **Guarantee Period.** All workmanship by the Contractor shall be guaranteed against failure or defects during normal use for a period of one (1) year from the date of completion of the work. All materials and parts supplied by the Contractor will have the standard manufacturers' warranties. Any defective materials or parts supplied by the Contractor shall be replaced at no cost to the City.
10. **Termination.** The City may terminate this Agreement, in whole or in part, without showing cause upon prior written notice to the Contractor specifying the extent and the effective date of the termination. When the Contractor has not performed or has unsatisfactorily performed the Agreement, payment shall be withheld at the discretion of the City. Failure on the part of the Contractor to fulfill its contractual obligations shall be considered just cause for termination of the Agreement.
11. **Indemnification and Insurance.** The Contractor shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the Scope of Work by the Contractor, its agents, employees, representatives, assigns, or Subcontractors.
 - 11.1. **Hold Harmless and Indemnification:** The Contractor agrees to protect, defend, and save the City, its elected and appointed officials, agents, and employees 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, its agents, employees, or any third parties on account of bodily or personal injuries, death, or damage to property arising out of the services performed or omissions of work or in any way resulting from the acts, negligent or otherwise, or omissions of the Contractor, its agents, employees, assigns, and/or subcontractors under this Contract.
 - 11.2. **Contractor's Insurance:** Insurance required under all sections herein shall be in effect for the duration of the Contract. Insurance required herein shall be provided by insurance policies issued only by insurance companies currently authorized to do business in the State of New Mexico. No Contractor or subcontractor shall commence Work under this Contract until all required insurance has been obtained. During the term of this Contract, the Contractor shall, not less than thirty (30) days prior to the expiration date of any policy for which a certificate of insurance is required, deliver to the City a certificate of insurance with respect to the renewal insurance policy. The Contractor shall furnish one copy of insurance certificates of insurance herein required, which shall specifically set forth evidence of all coverage required by these Contract documents and which shall be signed by authorized representatives of the insurance company or companies evidencing that insurance as required herein is in force and will not be canceled, limited, or restricted without thirty (30) days' written notice by certified mail to the Contractor and the City. The Contractor shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits.
 - 11.3. The Contractor shall carry Workers' Compensation Insurance. Such Workers' Compensation Insurance shall protect the Contractor from claims made by its own employees, the employees of any subcontractor, and also claims made by anyone directly or indirectly employed by the Contractor or subcontractor. The Contractor shall require each subcontractor similarly to provide Workers' Compensation Insurance. If Contractor fails to comply with the Worker's Compensation Act, and applicable rules when required to do so, the contract may be canceled effective immediately.
 - 11.4. The Contractor shall carry Commercial General Liability Insurance including coverage for premises, operations, independent contractor's protective, products, and completed operations,

broad form property damage, and comprehensive automobile liability insurance with not less than the following limits of liability: \$1,000,000 per occurrence; aggregate limit of \$2,000,000

- 11.5. The Commercial General Liability Insurance and Automobile Liability Insurance shall provide coverage for both bodily injury, including accidental death and property damage which may arise out of the Work under this Contract, or operations incidental thereto, whether such Work and operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by the Contractor or the Subcontractor, or by anyone for whose acts any of them may be liable. The Contractor shall maintain completed operations liability insurance required herein for a period of not less than one (1) year after final payment or anytime the Contractor goes on to the location of the project.
 - 11.6. The Contractor's liability insurance policies shall list the CITY OF Alamogordo as an additional insured. The CITY OF Alamogordo includes its officers, elected and appointed officials, and employees. Should the Contractor not be able list the City as an additional insured, the Contractor shall purchase a per-occurrence City's/Contractor's Protective policy with the CITY OF Alamogordo as the insured party in the same occurrence and aggregate limits as those indicated above for the Contractor's Commercial General Liability Insurance policy.
 - 11.7. Property damage liability insurance shall be written without any exclusion for injury to or destruction of any building, structure, wires, conduits, pipes, or other property above or below the surface of the ground arising out of the blasting, explosion, pile driving, excavation, filling, grading, or from the moving, shoring, underpinning, raising, or demolition of any building or structure or structural support thereof.
 - 11.8. The Contractor's insurance coverage shall be PRIMARY insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
12. **Independent Contractor.** It is expressly understood that Contractor is an independent contractor and not the agent, partner or employee of the City. Contractor shall have complete charge and responsibility for persons employed by Contractor and engaged in the performance of the specified work. Neither Contractor nor any of its agents shall be treated as an employee of the City for any purpose whatsoever. Contractor declares that Contractor has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement.
13. **Tax Withholding.** No federal, state, or local income, payroll or employment taxes of any kind shall be withheld or paid by the City with respect to payments to or on behalf of the Contractor, its agents or employees. The Contractor shall withhold and pay any taxes on behalf of its employees as required by law. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. If the Contractor is not a corporation, the Contractor further understands that the Contractor may be liable for self-employment (social security) tax, to be paid by the Contractor according to law.
14. **Changes.** This Agreement may be amended with the consent of both parties. Amendments may not change significantly the scope of the Agreement.
15. **Suspension of Work.** The City unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the City may determine to be appropriate for the convenience of the City.

16. **Delays and Extension of Time.** Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.
17. **Equal Opportunity Compliance.** The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, or, if the employer has fifty or more employees, spousal affiliation, or, if the employer has fifteen or more employees, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.
18. **Conflict of Interest.** The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or public employee or former public employee have been followed.
19. **Records and Financial Audit.** The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of six (6) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.
20. **General Terms and Conditions.**
- 20.1. Contractor shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the City. This Agreement and the rights and obligation arising hereunder shall not be affected by any change in the corporate structure of ownership of the Contractor.
- 20.2. No addition or modification to this Agreement shall be valid unless made in writing and executed by both parties.
- 20.3. No failure or delay on the part of either Party to exercise any right or remedy under this Contract shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.
- 20.4. This Agreement shall be governed exclusively by the provisions hereof, and by the laws of the State of New Mexico, as the same from time to time exist.

20.5. If applicable to this project, the Contractor, all subcontractors, employers or other persons acting as a contractor on this project shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B, NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the first date written above.

CONTRACTOR

By: _____

NM Taxpayer Identification Number:
Federal Taxpayer Identification Number:

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: _____
Maggie Paluch, City Manager

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM:

Petria Schriber, City Attorney

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, [Insert the name or legal title of the CONTRACTOR]
_____ as Principal, herein after
called the CONTRACTOR, and [Insert the legal title of the surety and address]

_____ a corporation organized and existing under and by virtue
of the laws of the State of _____ and authorized to do business
in the State of New Mexico, hereinafter called the Surety, are held and firmly bound unto [Insert the name
or legal title and address of the OWNER]

_____ as Obligee, hereinafter called the OWNER, in the
amount of _____ Dollars (\$_____), for the payment whereof
CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____,
_____, entered into a contract described as follows:

which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if CONTRACTOR shall faithfully
perform and complete said Contract according to its terms and comply with all requirements of law, then
this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever the CONTRACTOR shall be, and shall be declared by the OWNER to be, in default under the
said Contract, the OWNER having performed its obligations hereunder, the Surety may promptly remedy
the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. At OWNER's option, obtain a bid or bids for submission to the OWNER for completing said
Contract in accordance with its terms and conditions and, upon determination by the OWNER and Surety
of the lowest responsible BIDDER, arrange for a contract between such BIDDER and the OWNER and
make available as Work progresses (even though there should be a default or a succession 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 the OWNER to the CONTRACTOR under the Contract and any amendments thereto less the amount previously paid by the OWNER to the CONTRACTOR.

The Surety acknowledges that said Contract may contain express guarantees and agrees that said guarantees, if any, are covered by the Surety's obligation hereunder.

Right of action with respect to any express guarantees in the Contract shall accrue from the date of completion and formal acceptance of the Work under the Contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or its successors or assigns.

SIGNED AND SEALED _____, _____.

Contractor-Principal]

In presence of:

By: _____

Title: _____ [Surety]

Approved as to form:

By: _____

Attorney for the OWNER

Title: _____

Countersigned:

Surety's Authorized New Mexico Agent for Service

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, *[Insert the name or legal title and address of the CONTRACTOR]*

_____, as PRINCIPAL, hereinafter called
the CONTRACTOR, and *[Insert the legal title of the surety and address]*

_____, a corporation organized and
existing under and by virtue of the laws of the State of _____ and
authorized to do business in the State of New Mexico, hereinafter called the Surety, as held and
firmly bound unto *[Insert the name or legal title and address of the OWNER]*

_____ as Obligee,
hereinafter called the OWNER and supplier of labor, material or supplies as joint obligees, in
the _____ amount _____ of
_____ dollars

(\$_____), for the payment whereof CONTRACTOR and Surety bind
themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally
firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____,
20____ entered into a contract described as follows:

which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the CONTRACTOR shall pay
as they become due all just claims for labor performed and materials and supplies furnished
upon or for the Work under the Contract, whether said labor be performed and materials and
supplies be furnished under the original Contract or any contract there-under, then this
obligation shall be null and void; otherwise it shall remain in full force and effect, subject,
however, to the following conditions.

The right to sue on this bond accrues only to the OWNER and the parties to whom the right is granted pursuant to Section 13-4-1 et. seq., NMSA 1978 (1988 repl. pamp.) and New Mexico Law; and any such right shall be exercised only in accordance with the provisions and limitations of said statutes.

SIGNED AND SEALED ON _____, _____

[CONTRACTOR - PRINCIPAL]

In presence of:

By _____

Title: _____

Approved as to form: [Surety]

By: _____
Attorney for the OWNER

Title: _____

Countersigned:

Surety's Authorized New Mexico Agent for Service

This bond is issued simultaneously with performance bond in favor of OWNER and suppliers of labor, materials or supplies for the faithful performance of the Contract.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person 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 shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or 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.

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

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

Bidder Preferences

Resident Veterans Preference

To receive a Veterans Preference pursuant to Section 13-1-21 and 13-1-22 NMSA 1978, a resident veteran's business shall submit with its bid a copy of a valid "Resident Veterans Preference Certification" issued by the Taxation and Revenue Department. For the purpose of awarding, the State of New Mexico General Services Department Purchasing Division Policy Memo FY13-001 shall apply to a bid submitted by a resident veterans business. For information on obtaining a Resident Veterans Preference Certificate, the bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, NM 87502-5374, telephone (505) 827-0951.

Certificate and Attachment "B" Must accompany submitted Bid Documents

Is Veterans Preference being claimed? _____ YES _____ NO

In State Contractor Preference

To receive a resident contractor preference pursuant to Section 13-4-2 NMSA 1978, a contractor shall submit with its bid a copy of a valid resident contractor certificate issued by the taxation and revenue department. For the purpose of awarding, a bid submitted by a resident contractor shall be deemed to be five percent lower than the bid actually submitted. Revenue Department, P.O. Box 5373, Santa Fe, NM 87502-5374, telephone (505) 827-0951.

Certificate Must accompany submitted Bid Documents

Is In-State Contractor Preference being claimed? _____ YES _____ NO

RESIDENT VETERANS PREFERENCE CERTIFICATION

To receive a Veterans Preference pursuant to Section 13-1-21 and 13-1-22 NMSA 1978, a resident veteran's business shall submit with its bid a copy of a valid "Resident Veterans Preference Certification" issued by the Taxation and Revenue Department. For the purpose of awarding, the State of New Mexico General Services Department Purchasing Division Policy Memo FY13-001 shall apply to a bid submitted by a resident veterans business. For information on obtaining a Resident Veterans Preference Certificate, the bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, NM 87502-5374, telephone (505) 827-0951.

RESIDENT VETERANS PREFERENCE CERTIFICATION

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

“I understand that knowingly giving false or misleading information on this report constitutes a crime.”

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

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

IFB 2017-10

Scope of Work

Upgrade Replacement of HVAC Unit for Civic Center

1. Disconnect and remove old 20 ton Carrier unit, including all electrical, gas and ducting as needed, bring old unit to City Yard at 2600 N. Florida Ave. in the City.
2. Contractor shall provide and install Carrier 25 ton package unit model number 48TCDD29A7A5-0A0G0 w/ hail guards and economizer per code. Contractor shall tie into existing duct work and provide adaptors if needed for tie in, connect power and gas and wiring into new unit. Contractor shall be responsible for modifying or extending all gas and electrical utilities to the new unit. Contractor shall also be responsible for all curb modifications necessary to accept new unit.
3. Contractor shall start-up and operate all the unit in all available modes in the presence of the City's Facility Maintenance Manager until satisfactory operation is achieved. All Items are guaranteed to be listed and tasks will be performed in accordance with any drawings and/or specifications submitted. All drawings, manuals, etc. shall be given to Facility Maintenance Department upon completion of work.
4. Warrantee shall be minimum (1) year labor & parts, five (5) year compressor and /or heat exchanger.
5. After removal, existing unit shall be loaded, transported, and unloaded by the contractor at the Public Works Maintenance Yard, 2600 N. Florida Ave. Exact location within the yard shall be determined by the City's Facility Maintenance Manager.
6. Contractor shall coordinate with the Facility Maintenance Manager in advance of any required utility outages. The same requirement applies to any required restriction of public access to the facility.

GENERAL REQUIREMENTS:

1. Contractor shall possess and maintain all necessary licensing required for this work as mandated by New Mexico Construction Industries Division.
2. Contractor shall secure and pay for all required permits prior to commencement of the work.
3. Prior to ordering, the Contractor shall submit three (3) sets of material/equipment data for approval by the City.
4. Contractor shall provide two (2) sets of operation, maintenance, and parts manuals for each unit installed, prior to approval of final payment.

CITY OF ALAMOGORDO

BID SCHEDULE

Bids will be received by the City Purchasing Manager of the City of Alamogordo until 2:00 p.m., September 29th 2017, for the following items:

“IFB 2017-10 "Upgrade Replacement HVAC Unit at Sgt. Willie Estrada Memorial Civic Center”

ITEM NO.	Estimated QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	1 L/S	HVAC 25 Ton Replacement – Civic Center Located at 800 East First Street. Alamogordo, NM 88310 <u>Do Not Include NMGRT</u>	\$_____	\$_____
		PAYMENT TERMS: Net 30 after receipt of invoice.		

The undersigned hereby offers to furnish and deliver the articles or services as specified at the prices and terms therein stated and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer.

Company Name_____

Business Address_____

City_____State_____Zip_____Telephone(____)_____

Fax (____) _____ Email _____

Printed Name - Authorized Representative_____

Signature – Authorized Representative_____