

CITY OF CLOVIS

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID, UNLESS OTHERWISE SPECIFIED. ANY EXCEPTIONS THERTO MUST BE IN WRITING.

1. **GENERAL:** Bids shall be submitted on this form. Each bid shall be placed in a separate envelope and property identified. See instructions on top of Invitation To Bid. Bids must be in the Purchasing Department of the City of Clovis on or before the hour and date specified; however, facsimile response to any bid invitation will be accepted, when received prior to bid opening date, but must show price bid, bid number, opening date, brand, model, etc., offered and delivery promise. (Confirmation on bid form be postmarked on or before time and date of opening and received at the Purchasing Department of the City of Clovis, within 48 hours after opening day. Show regular information on envelope and add the word: "Confirmation"). Telephone bids are not acceptable when in response to this invitation to bid. Late bids will not be considered under any circumstance and will be returned to the bidder unopened. Bid CANNOT be altered or amended after opening time. Any alteration made before opening time must be initiated by bidder or his authorized agent.
2. **WAIVERS:** The City of Clovis reserves the right to reject any or all bids, waive any technicality in bids, and unless otherwise specified by the City of Clovis or by bidder, to accept an increase or decrease on any or all items in the bid unless otherwise indicated in the bid documents. The City of Clovis reserves the right to waive minor irregularities. The City of Clovis also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not materially affect the procurement. This right is at the sole discretion of the City of Clovis.
3. **RESPONSIBILITY OF BIDDER:** Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show title or authority to bind his firm in a contract. The bidder, if this bid is accepted, hereby expressly binds himself to the City of Clovis from all claims, suits and actions on account of the work done by the bidder pursuant to the bid or by reason of any act or omission, misfeasance, or malfeasance of the bidder or of any bidder's subcontractor. This paragraph shall equally apply to injuries to bidder's employees. Any cost incurred by the bidder in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the bidder.
4. **SERVING SUBCONTRACTORS:** The Purchasing Agent recognizes the fact that the potential vendors have different business models for the delivery of support services or products. Whereas one potential vendor may provide support services through a wholly owned subsidiary another may provide support services through a local business partner or qualified organization herein referred to as a servicing subcontractor. Therefore, vendors may propose the use of servicing subcontractors for the performance of local marketing, warranty, maintenance or technical support services in accordance with the terms and conditions of the price agreement or bid. Servicing subcontractors may not directly accept purchase orders or payments for products or services from procuring agencies under the terms and conditions of the price agreement.
5. **ACCEPTANCE AND OPENING OF BID:** Bids will be accepted up until time and date listed on IFB at the office of the Purchasing Agent, 321 Connelly, P.O. Box 760, Clovis, NM 88102-0760. Bids will then be opened publicly and read aloud in the assembly room (unless otherwise stated). A recommendation will be taken to the City Commission at a regular meeting for award.
6. **BRAND NAME:** Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Vendor should give brand name, model number, and date of manufacture of item(s) bid. The City may specify no substitute or exception if required to match existing equipment.
7. **DELIVERY:** Bid must quote FOB destination and show number of days required to place material in City's designated location under normal conditions. Failure to state delivery time obligates bidders to complete delivery

in 14 calendar days. A difference in delivery promise may break a tie bid. Consistent failure to meet delivery promise without valid reason may cause removal from bid list.

If delay is foreseen, contractor shall give written notice to the Purchasing Department of the City of Clovis. City of Clovis has the right to extend delivery date if reasons appear valid. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorized the City of Clovis to purchase supplies elsewhere and charge full increases in cost and handling to defaulting contractor.

8. **COMMERCIAL WARRANTY:** All items bid shall be new, in first class conditions unless otherwise stated. Bid should include container suitable for shipment and storage. Successful bidder must submit the most favorable commercial warranty and/or guarantee in writing to the City of Clovis that would be offered to any customer for the same supplies or services, or as specified in bid. The vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
9. **PACKING, SHIPPING AND INVOICE:** The Purchase Order Number and the Vendor's name, user's agency name and location shall be shown on all packing and delivery tickets, packages, bill of lading and all other correspondence in connection with the shipment. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing list.

The Vendor's invoice shall be submitted in triplicate, certified and contain the following: Purchase Order Number, description of goods or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each separate shipment. Payment will not be made from a month and statement.

10. **INSPECTION AND ACCEPTANCE:** The City will have final inspection and acceptance at destination. Supplies rejected due to non-conformance with bid specifications will be removed at vendors expense and risk in a timely manner after notice of rejection.
11. **DEFAULT:** The City reserves the right to cancel all or any part of this contract without cost of the City, if the successful vendor fails to meet the provision of the order, except for conditions beyond the vendors control, the vendor will be liable for any excess costs to the city due to the vendors default. This statement does not exclude any other rights provided by law.
12. **NON-COLLUSION:** By signing and submission of this bid, the vendor certifies that there was neither directly or indirectly any collusion, which would restrain free competitive bidding.
13. **THE PROCUREMENT CODE:** Sections 13-1-28 through 13-1-199, NMSA 1978 imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
14. **QUESTIONS:** Questions concerning the procurement process should be directed to the Purchasing agent. Questions concerning the Bid specifications should be directed to the user agency.
15. **NON-DISCRIMINATION:** Vendors doing business with the City of Clovis must be in compliance with the Federal Civil Rights Act of 1954 and the Title VII of the Act. Rev, 1979 and the Americans with Disabilities Act of 1990.
16. **COOPERATIVE BID:** By submitting a bid the vendor agrees to allow other municipalities or other authorized governmental agencies to purchase from this bid.
17. **BONDS:** When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City of Clovis and shall become binding on the parties upon the execution of the contract. If a contractor fails to deliver the required performance and payment bonds, the contractor's bid shall be rejected; its bid security shall be enforced to the extent of actual damages.

18. **RENEWAL:** If the bid is an annual bid the City of Clovis reserves the right to renew the bid for three (3) years (4 years total) for bid under \$20,000 or seven (7) years (8 years total) for bids over \$20,000.00. The City of Clovis reserves the right to renew or issue a new Invitation to Bid (ITB) without explanation or cause.
19. **PENALTIES:** If the winning contractor is not fulfilling the terms of the bid, to include delivery date, the City of Clovis will initiate the following procedures:
- A. **First Notice:** Written warning describing unsatisfactory work rendered or non-performance of term of the bid. The contractor will be given 10 working days to respond to this notice.
 - B. **Second Notice:** Issuance of a second written notice after ten-business day will assess the contractor a **\$100.00 penalty fee per day** for unsatisfactory work, non-delivery, or non-performance of contract. The fee **will not be charged** if notice of assessment for unsatisfactory work rendered, non-delivery, or non-performance of contract is made satisfactory within 48 hours of notice. Each day that there is a violation may constitute a separate offense.
20. **PROTEST**
- a. **PROTEST BOND:** Protest may be filed in accordance with 13-1-1 NMSA. A \$5000.00 protest bond will be filed for each protest. If protest is upheld, bid will be awarded to the next qualified bidder. If the protest is disallowed the protesting bidder will forfeit the \$5000.00 bond.
 - b. Any protest by a vendor must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive vendor shall begin on the day following the price agreement awards and will end as of 5:00 PM Mountain Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of grounds for the protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Office.

ADDITIONAL BIDDING INSTRUCTIONS

1. BID UNIT PRICE on quantity specified-extend and show total. In case of errors in extensions, UNIT prices shall govern. Bids subject to unlimited price increases not considered. The City reserves the right to award the bid by item or in total. Payment shall be made upon receipt of entire order unless authorized by the City.
2. NEW MEXICO BIDDERS PREFERENCE NUMBER: This bid is subject to New Mexico Bidder’s Preference as outlined in Section 13-1-21 of NMBA 1978, Amended. Current preference number must be listed on the front page of the bid at the time of opening to be considered.

If the vendor is requesting Resident Manufacturer’s Preference, Vendor should complete the following:

I (WE) CERTIFY THAT THE FOLLOWING ITEMS NUMBERED _____ AS INDICATED IN THIS BID WERE (ARE) GROWN, PROCESSED OR MANUFACTURED WHOLLY IN THE STATE OF NEW MEXICO.

SIGNATURE OF BIDDER: _____
Vendor must sign

The form necessary to complete to qualify for a New Mexico Resident Preference number can be obtained as follows:

1. By contacting the State of New Mexico Purchasing Division as follows:
 - a. Telephone number – (505) 827-0427, or
 - b. Address – State Purchasing Division
Joseph Montoya Building
Room 2016
1100 St. Francis
Santa Fe, NM 87504
2. By contacting the City of Clovis Purchasing Department as follows:
 - a. Telephone number – (505) 769-7827, or
 - b. Address – City of Clovis
321 Connelly
P.O. Box 760
Clovis, NM 88101
3. SAMPLES: When requested, must be furnished free of expense. If not destroyed in examination they will be returned to the bidder, on request at his expense. Each sample should be marked with bidder’s name and address and City of Clovis’ Bid number.
4. INQUIRIES: pertaining to bid invitations must give bid number and opening date. NO substitutions or cancellations permitted without written approval of the Purchasing Department of the City of Clovis.
5. TIME PERIOD: The City of Clovis reserves the right to analyze and examine this bid for a period of 30 days completed from date and time of bid opening. In no way will the vendor be obligated or the City liable for any goods or services until the Purchasing Department of the City of Clovis issues a purchase order. Upon issuance of a purchase order, all provisions of the bid become a contract and when fulfilled by the vendor, payment will be rendered by the City of Clovis within 30 days after acceptance and receipt of duplicate invoices showing the purchase order number.
6. PROTEST: If a vendor is of the opinion that the specifications, as stated, precludes them from bidding, it is requested that the Purchasing Agent be notified in writing, at least SEVEN (7) DAYS PRIOR to date of opening.
7. NO BID: Do not return bid forms. Vendors will remain on the active list for a minimum of three years from last transaction.

INVITATION TO BID
“NAME OF BID”
CITY OF CLOVIS
321 CONNELLY STREET, P.O. BOX 760
CLOVIS, NM 88102-0760

BID #/BID NUMBER BID OPENING DATE: TUESDAY OR THURSDAY, DATE
AT 10:00 A.M. OR 2:00 P.M. MST

Mail SEALED BIDS to above address (show bid opening date and bid number in lower left hand corner of sealed bid envelopes and show return address). Bids may be faxed to (505) 763-9316. A cover letter should clearly identify the Bid Number and opening date to allow the third party to seal in envelope. The original should be mailed as soon as possible to confirm bid. No bid will be awarded without receipt of original

BID F.O.B. DESTINATION

FOR BID PURPOSE ONLY, TOTAL PRICE SHOULD EXCLUDE ANY APPLICABLE STATE GROSS RECEIPTS TAX THAT THE CITY MAY BE REQUIRED TO PAY.			
Be sure to indicate unit price, if applicable, and all extensions.			
ITEM NO.	UNITS	DESCRIPTION	PRICE
			\$ _____
NEW MEXICO BIDDERS PREFERENCE NUMBER _____			

The undersigned hereby offers to furnish and deliver the articles or services as specified above at the prices and terms there stated, and in strict accordance with the specifications and general conditions of the bid, all of which are made a part of this offer. This offer is not subject to withdrawal.

Delivery will be made in _____ days. Price will remain in effect for _____ days.

DELIVERY MAY BE CONSIDERED IN THE AWARD OF THE BID.

IF APPLICABLE-BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S):

AMENDMENT NO: _____	DATE: _____
AMENDMENT NO: _____	DATE: _____

COMPANY NAME: _____
COMPANY ADDRESS: _____
SIGNATURE & TITLE: _____
PHONE:() _____

