



# LOWER RIO GRANDE

## Public Water Works Authority

PO Box 2646 Anthony, New Mexico 88021 (575) 233-5742

[www.LRGauthority.org](http://www.LRGauthority.org)

### BID RETURN FORM

(Hand Deliver Only) 521 St. Valentine, La Mesa NM 88044

(Mail Only) PO Box 2646, Anthony NM 88021

Bidder **MUST** complete, sign and return this form in order for Bid to be valid

<p><b>Invitation to Bid #LRG-FY2016-01</b>  <b>Trailer-Mounted Vector/Jetter Unit</b>  <b>Formal Sealed Bid Opening</b></p> <p><b>Place:</b> LRGPWWA La Mesa Office          Conference Room          521 St. Valentine, La Mesa NM</p> <p><b>Date:</b> Wed., September 30, 2015</p> <p><b>Time:</b> 3:00 pm</p>
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<p><b>F.O.B. Destination:</b>          Lower Rio Grande PWWA La Mesa Office          521 St. Valentine, La Mesa NM 88044</p> <hr/> <p><b>INVOICE:</b>          Lower Rio Grande Public Water Works Authority          PO Box 2646          Anthony NM 88021</p>
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**For questions regarding this Invitation to Bid, please contact:**

Karen Nichols, Projects Manager phone: 575-233-5742 ext. 122 mobile: 915-203-2057

Email: karen.nichols@LRGauthority.org **Bids may NOT be submitted electronically**

Company Name: _____	Mailing Address: _____
Telephone Number(s): _____	_____
Federal Tax ID Number: _____	Street Address: _____
Signature: _____	Email Address: _____
Print or Type Name: _____	Title: _____

#### Additional Bidder Information

NM Resident and NM Resident Veteran preference will NOT be available due to federal funding requirements.

**IMPORTANT: Bids must be submitted in a sealed envelope addressed to Karen Nichols, Projects Manager with "ITB #LRG-FY2016-01 – Opening Date \_\_\_\_" clearly marked on the bottom left front of the envelope.**

If applicable, Bidder acknowledges receipt of the following amendments:

Amendment # \_\_\_\_\_ Date: \_\_\_\_\_ Amendment # \_\_\_\_\_ Date: \_\_\_\_\_ Amendment # \_\_\_\_\_ Date: \_\_\_\_\_

## Terms and Conditions

(Unless otherwise specified)

1. **General:** When the Lower Rio Grande Public Water Works Authority (LRGPWWA) Chief Procurement Officer (CPO) or authorized designee issues a Purchase Order (PO) in response to the Vendor's bid, and binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by the LRGPWWA's PO
3. will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in the manufacturing process, and then only to the extent, if any, specified in the Purchase Order.
4. **LRGPWWA Furnished Property:** LRGPWWA furnished property shall be returned to the LRGPWWA upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Assignment:**
  - a. Neither the PO, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the LRGPWWA CPO or CPO designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this PO.
  - b. By submitting a Bid, Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the LRGPWWA as to goods, services, and materials purchased in connection with this bid are hereby assigned to the LRGPWWA.
6. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice date, whichever is later.
7. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
8. **Inspection of Plant:** The LRGPWWA Chief Procurement Officer or authorized designee may inspect, at any reasonable time, the part of the Contractor's or any subcontractor's plant or place of business which is related to the performance of this contract.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
  - a. The LRGPWWA's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the LRGPWWA Finance Department.
11. **Default:** The LRGPWWA reserves the right to cancel all or any part of this order without cost to the LRGPWWA if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the LRGPWWA due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without fault or negligence of the Vendor. Such causes could include but are not limited to acts of god or the public enemy, acts of the state or federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the LRGPWWA shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the LRGPWWA provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

12. **Non-Collusion:** In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the LRGPWWA or its designee.
13. **Nondiscrimination:** Vendors doing business with the LRGPWWA must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, "The Procurement Code", imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. **New Merchandise:** All bid items are to be NEW and of most current production unless otherwise specified.
16. **Payment for Purchases:** Except as otherwise agreed to, late payment charges may be assessed against the LRGPWWA in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.
17. **Workers Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the LRGPWWA.
18. **Sealed Bids:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope and returned to the LRGPWWA. Failure to properly label the bid envelope will necessitate the premature opening of the bid in order to identify the bid number.
19. **Contractor Personnel:** Personnel proposed in the Contractor's written proposal to the LRGPWWA are considered material to any work performed under this Agreement. Once a Purchase Order or contract has been executed, no changes of personnel shall be made by the Contractor without prior written consent of the LRGPWWA. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor shall be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The LRGPWWA retains the right to request the removal of any of the Contractor's personnel at any time.
20. **Subcontracting:** The Contractor shall not subcontract any portion of the Agreement without the prior written approval of the LRGPWWA. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the LRGPWWA.
21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the LRGPWWA, its applicable federal and state funding and oversight agencies and auditor. The LRGPWWA shall have the right to audit billings, both before and after payment. Payment for services under this Agreement shall not foreclose the right of the LRGPWWA to recover excessive or illegal payments.

### IMPORTANT BIDDING INFORMATION

All Bidders must notify the LRGPWWA's Chief Procurement Officer or authorized designee if any employee(s) or Directors of the LRGPWWA have a financial interest in the Bidder:

**No financial interest**

**Yes, financial interest**

**If Yes, specify by name:** \_\_\_\_\_

Bid tabulations will be posted to our website approximately two (2) weeks after bid opening date. To access, go to <http://www.lrgauthority.org/rfpsbidadspurchasing.html>, scroll to find the Invitation to Bid Number and Title, and click on the link to the PDF document.

Failure of the Bidder to complete bidding documents in accordance with all instructions provided is cause for rejection of the bid by the LRGPWWA.

Brand names and numbers are for reference only, equivalents will be considered. If bidding “equivalent”, Bidders must be prepared to furnish complete data demonstrating equivalence with the bid (preferably) or upon request.

Specifications on the bid are not to exclude any bidder or manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. “No substitute” specifications may be authorized ONLY if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude her/him from submitting a proposal on this bid, it is requested that his opinion be made known to the LRGPWWA’s Chief Procurement Officer or authorized designee in writing at least seven (7) days prior to the bid opening date.

Bidders must, upon request of the LRGPWWA’s Chief Procurement Officer or authorized designee, provide information and data to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The LRGPWWA’s Chief Procurement Officer or authorized designee reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

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

## AWARDS

**Determination of Lowest Bidder:** Following determination of product acceptability (if required), bids will be evaluated to determine which Bidder offers the lowest cost to the LRGPWWA in accordance with the specifications and terms & conditions set forth in the Invitation to Bid. The LRGPWWA’s Chief Procurement Officer reserves the right to award this Invitation to Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in her/his judgment, best serves the interests of the LRGPWWA. **When state or federal funds are involved, bid award is also contingent upon funding agency approval.**

The LRGPWWA Chief Procurement Officer or authorized designee reserves the right to accept and/or reject any and all bids, to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the LRGPWWA.

**Special Notice:** To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by the Bidder prior to the scheduled bid opening; and failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request prior to scheduled bid opening, and may be resubmitted prior to the scheduled bid opening. Changes or corrections to bids must be properly identified and signed or initialed by the Bidder when resubmitted.

After bid opening, no modifications on bid prices or other provisions of the bid shall be permitted. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to the award at the discretion of the LRGPWWA Chief Procurement Officer or authorized designee.

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

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact the LRGPWWA Chief Procurement Officer at 575-233-5742 ext. 118 at least five (5) working days prior to the scheduled bid opening.

**Resident Veterans' Preference Certification**

**RESIDENT & RESIDENT VETERANS' ARE NOT ALLOWED WHEN FEDERAL FUNDING IS INVOLVED**

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

"In conjunction with this procurement and the requirements of this business' application for a Resident Veterans' 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 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 as public body as the case may be."

"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 as crime."

\_\_\_\_\_  
Signature of authorized signatory for the Business

\_\_\_\_\_  
Date

The representation 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 incorrect.

**Resident Business and Resident Veteran Business Certificate issued by the NM Taxation & Revenue Department MUST be submitted with the Bid in order for preference to be awarded.**

## SUPPLEMENTAL TERMS AND CONDITIONS

### Invitation to Bid #LRG-FY2016-01 -- Trailer-Mounted Vector/Jetter Unit

**INTENT OF SPECIFICATIONS:** The specifications are intended to describe equipment for use by the LRGPWWA which will operate efficiently and safely. The design specifications incorporated herein are intended to describe such unit, and to set forth minimal performance parameter required by the LRGPWWA. Any references herein to a particular make or model number are intended not to be restrictive but to set forth an acceptable level of quality and design. The LRGPWWA reserves the right to accept minor variances in product design and/or operation offered by bidders if such acceptance is determined to be in the best interest of the LRGPWWA.

**QUALIFIED BIDDERS:** Bids may be accepted from manufacturers and/or factory authorized dealers who are able and willing to provide responsive service to the LRGPWWA during the warranty period and the extended warranty period if required. Bidders must be in a position to offer the lowest cost/highest effectiveness, completely assembled units meeting or exceeding the minimum specifications contained herein. When additional equipment (components) are required to complete a bid package which is not normally supplied by the bidder, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the bidder.

**INSPECTION OF WORK:** Representatives of the LRGPWWA shall have access, at any reasonable time, to the bidder's and manufacturer's facilities for the purpose of inspection during periods of manufacture or assembly of the items to be ordered hereunder. The costs associated with such inspection trips shall be borne by the LRGPWWA.

**LATE DELIVERY:** It is expressly understood and agreed that, as a result of the public interest and because of the monetary losses which may be sustained by the LRGPWWA as a result of failure to deliver the equipment described in the contract on time, that time is of the essence in the performance of this contract. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated. The following delivery terms and conditions apply to the **Trailer-Mounted Vector/Jetter Unit** described in specifications.

Above noted equipment shall be delivered within 90 calendar days of the bidder's receipt of order. In the event of failure off the bidder to deliver in accordance with this requirement, the bidder shall be liable to the LRGPWWA for late deliver penalties in the amount of fifty dollars (**\$50**) per unit per day.

Documented strikes, national emergencies, or unusual, sudden and unexpected manifestations of the forces of nature, the effect(s) of which could not have been prevented by reasonable human foresight and diligence, are the only acceptable justification for delay in delivery.

At the option of the LRGPWWA Chief Procurement Officer or authorized designee, the LRGPWWA may invoke the Default Provisions of this contract contained in the General Conditions and Instructions to Bidders in addition to any penalties as outlined above.

**EXPARTE COMMUNICATIONS:** To insure the proper and fair evaluation of a bid, the LRGPWWA prohibits exparte communication (i.e. unsolicited) initiated by the bidder to an LRGPWWA Director or employee evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the LRGPWWA will be directed in writing to the LRGPWWA Chief Procurement Officer or authorized designee only. That individual will obtain the information or clarification needed. Exparte communication may be grounds for disqualifying the offending bidder from consideration or award of the bid, and repeat offenders may be disqualified from future bids.

**MOTOR VEHICLE REGULATIONS:** Unit(s) ordered shall be furnished with all equipment necessary to comply with all applicable rules and regulations of the New Mexico Department of Motor Vehicles and shall be in compliance with Safety Standards required by the Federal Motor Vehicle Safety Standards established by the National Traffic Safety Administration, and the Safety Standards required by OSHA and applicable ANSI standards in reference to the operation of such equipment within the State of New Mexico.

**CERTIFICATES, MANUALS AND WARRANTIES:** When unit(s) is(are) delivered, the bidder shall deliver to the LRGPWWA (if applicable) Documents of Title, Certificates of Origin, Warranty and Guarantee Certificates, Certifications specified in the contract, Manuals specified in the contract.

**GUARANTEES AND WARRANTIES:** Unit(s) furnished hereunder shall be fully warranted (all parts and components) on parts and labor for a minimum of two (2) years. Warranty shall apply from the date equipment is accepted and approved by the LRGPWWA to meet all specifications as set forth. The bidder assumes responsibility for effecting repair and/or replacement of all items under warranty.

**SERVICING:** Unit(s) ordered under this contract shall be completely serviced and ready for operation upon delivery.

**WARRANTY REPAIRS:** While unit(s) provided hereunder is/are under warranty, all repairs shall be completed within five (5) working days after receipt of unit(s). This period may be extended at the LRGPWWA's option and such extension shall be documented in writing. In the event of failure to perform repairs within five (5) working days and failure to receive approval for time extension, the bidder shall provide a like unit until repairs are completed. All repairs shall be performed at the bidder's place of business or other local facility of bidder's choice. Delivery of unit(s) for repair and all costs associated therewith shall be the LRGPWWA's responsibility.

**PARTS AVAILABILITY:** All replacement parts/components required by the LRGPWWA shall be provided within five (5) working days during the warranty period. This period may only be extended at the LRGPWWA's option.

In the event of failure to provide parts/components within the stipulated time or receipt of LRGPWWA's concurrence for extending this time, the bidder shall provide the replacement parts/components at no cost to the LRGPWWA.

**TRAINING:** The bidder will be responsible for providing a minimum of eight (8) hours of training, including operational, technical, maintenance and safety training, or as may otherwise be required under this specification. Training session format(s), length(s), and location(s) will be mutually agreed between the bidder and the LRGPWWA.

**RESPONSIBILITY OF BIDDERS:** It shall be the responsibility of the bidder to secure written quotations on price and delivery from manufacturers meeting the general specifications set forth herein. Only those manufacturers who can meet delivery dates to permit deliver of completely assembled unit(s) to the LRGPWWA by specified delivery date shall be considered by the bidder. The bidder may be required to provide the LRGPWWA with field test results and surveys which will show conclusively:

- a) Maintenance and reliability of units in service for at least one (1) year.
- b) Other data on actual performance of equipment which, in the opinion of the bidder, will assist the LRGPWWA in selecting the most effective cost efficient unit offered by the bidder.



**PAYMENT OR ACCEPTANCE NOT CONCLUSIVE:** No payment made under this contract shall be conclusive evidence of the performance of the contract, either wholly or in part, and 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 LRGPWWA, nor conclusive, should it subsequently be determined that the bidder had furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the LRGPWWA 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.

**ORDER OF PREFERENCE:** In the event of conflict between the General Conditions and Instructions to Bidders and Supplemental Terms and Conditions, the Supplemental Terms and Conditions shall prevail.

**METHOD OF AWARD:** To the lowest responsible bidder meeting or exceeding specifications, terms and conditions.

**Minimum Specifications for Lower Rio Grande Public Water Works Authority  
Invitation to Bid #LRG-FY2016-01 -- Trailer-Mounted Vector/Jetter Unit**

**NOTICE: FEDERAL FUNDING RESTRICTIONS APPLY TO THIS PROCUREMENT**

**The Lower Rio Grande Public Water Works Authority is seeking sealed, competitive bids for:** One medium/heavy duty trailer-mounted sewer jetter/vacuum unit effective for cleaning pipe sizes from 4" to 10" diameter

Must include power unit, fresh water and spoils tanks, high-pressure jetting system, and complete accessories, all mounted on a heavy-duty tandem or triple-axel trailer with appropriate hitch system, electric braking system, brake lights, and traffic safety warning lights on trailer.

- Vacuum Unit: Must have a minimum capacity of 900 cfm, reverse flow capability and automatic throttle, and must include 3 each 4" diameter x 10' long hard suction vacuum hoses; and also quote an option to add a hydraulic boom upgrade
- Jetting Unit: Must have minimum capacity of 5.5 gpm at 3,000 psi, must include automatic throttle and minimum of 500' of jetting hose and minimum of 50' of high-pressure water hose with wand
- Fresh water tank(s): Must have minimum capacity of 200 gallons, and also quote an option to increase to approximately 400 gallons
- Spoils tank: Must have approximate capacity of 500 gallons, and must include automatic cut-off, cyclonic separator, and filter unit
- Engine must be diesel, minimum 80 hp
- Optional boom if available including trailer upgrade if necessary
- Offeror must provide minimum of 2-year warranty on all components
- Offeror must provide a minimum of 8 hours of on-site training covering all components and functions including operation, maintenance and safety training

**Must include manufacturers' specifications for all components included in bid.**

**Bid Price for Trailer-Mounted Vector/Jetter Unit:** \_\_\_\_\_

**Bid Price for OPTIONAL Boom including trailer upgrade if necessary:** \_\_\_\_\_

**LEGAL CLASSIFIED AD:**

**INVITATION TO BID #LRG-FY2016-01**

The Lower Rio Grande Public Water Works Authority is seeking sealed bids for a trailer mounted sewer vactor/jetter unit. Invitation to Bid (ITB) & specifications can be downloaded at <http://www.lrgauthority.org/rfpsbidadspurchasing.html>

Formal sealed bid opening will be held at 3:00 pm on Wednesday, September 30, 2015 in the conference room at the LRGPWWA La Mesa Office, 521 St. Valentine, La Mesa NM.

Sole point of contact for this ITB is Karen Nichols, Projects Manager, [karen.nichols@LRGauthority.org](mailto:karen.nichols@LRGauthority.org), 575-233-5742 ext. 122, 915-2003-2057.

Publish 9/13/15 & 9/17/15

LAS CRUCES SUN NEWS

Please note Purchase Order 364193 on the invoice