CITY OF RIO RANCHO
STATE OF NEW MEXICO

PURCHASING DIVISION
3200 CIVIC CENTER CIRCLE NE
Suite 300
RIO RANCHO, NM 87144

INVITES YOUR FIRM TO OFFER A BID ON:

IFB # 14-PR-016

Irrigation Parts, Supplies and Service

AS SPECIFIED IN THE ATTACHED BID DOCUMENTS.

Sealed bids will be received until 2:00 P.M. Local Mountain Time on Thursday April 24, 2014

By the
City of Rio Rancho
Office of the City Clerk
1st Floor, Room # 150
3200 Civic Center Circle NE
Rio Rancho, NM 87144

_____
FIRM NAME

_____
STREET ADDRESS / P.O. BOX

_____
CITY, STATE, ZIP CODE

_____	_____	_____
TELEPHONE NUMBER	E-MAIL ADDRESS	FAX NUMBER

BID SPECIFIC REQUIREMENTS

THE REQUIREMENTS MARKED WITH AN ☒ BELOW APPLY TO THIS BID. FAILURE TO COMPLY WITH THE STATED REQUIREMENTS MAY RESULT IN IMMEDIATE DISQUALIFICATION.

☒ Bids must be sealed, addressed and delivered to the City of Rio Rancho, Office of the City Clerk, City Hall, 3200 Civic Center Circle NE, Room #150, Rio Rancho, NM 87144. Bids must be clearly marked on the outside of the envelope with the name addressed of your firm, Invitation for Bid number, and the date and time of the opening.

☒ The bid must be signed by an authorized representative.

☒ Please acknowledge receipt of Addenda (if any) by initialing next to the number of each Addendum received.

☒ **Liability Insurance:** The successful Bidder shall obtain and maintain during the life of any Contract resulting from this IFB a comprehensive general liability insurance policy and automobile liability coverage with liability limits in amounts not less than Five Hundred Thousand Dollars ($500,000) combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. If required coverages are provided by separate policies, each policy shall have the liability limits required above. Such policy(ies) shall include coverage for all of Contractor's operations performed for the City, coverage for the use of all owned, non-owned and hired automobiles, vehicles and other equipment, both on- and off-site, and contractual liability coverage that specifically insures the Contractor for any liability arising from its indemnification obligations under the Contract resulting from this IFB. Prior to commencing any work under the Contract, the Contractor shall provide the City's Purchasing Office one or more certificates of insurance demonstrating the Contractor's fulfillment of the foregoing insurance requirements. The Contractor shall require the same insurance coverages and endorsements from each subcontractor engaged by the Contractor to fulfill any of its obligations under the Contract resulting from this IFB. The City shall be named an additional insured in each such policy maintained in satisfaction of the foregoing requirements.

☐ **A Mandatory Pre-Bid Conference** will be held at [Click here and type Pre-Bid Time and Date}, in the Department of Financial Services Conference Room, located at 3200 Civic Center Circle NE, Suite 300, Rio Rancho, NM 87144. When attendance is mandatory, failure to attend shall disqualify the prospective Bidder from submitting his Bid. Whenever attendance is not specified as mandatory, prospective Bidder are encouraged to attend and should be prepared to ask questions or request clarifications regarding the project and bidding documents. Nothing stated at the pre–bid conference shall change the bidding documents unless a change is made by Addendum. When attendance is not mandatory, failure of a Bidder to attend the pre–bid conference shall

mean that the bidding documents are clear, unambiguous, and acceptable to all non–participants, with respect to all who submit bids.

☐ **Pricing for All Bid Items Required:** Bidder shall provide pricing for all items included on the bid proposal form. Failure of the Bidder to provide pricing for any and all items on the bid proposal form may cause a bid to be considered non-responsive. It is the City's intent to award to the Responsive and Responsible Bidder offering the lowest extended total price for all items / services.

☒ **Price List or Catalog:** Before a Purchase Order is issued, the successful Bidder shall be required to submit a copy of the price list or catalog referred to in the successful offer. The price list shall become effective when it is received and accepted by the Purchasing Office. Failure to submit a price list by the required date specified in this request may cause a bid to be considered non-responsive.

☐ **Additional Work Rates:** The Bidder shall provide an hourly rate and a material cost in addition to the lump sum offer to be used solely for computing the costs of any additional work required and approved by the City.

☐ **Manufacturer's Information:** Any offer made in response to this IFB must include the manufacturer's make and model number (as applicable) of each item and literature clearly describing the item. Failure to provide this information may result in rejection of the offer.

☐ **Bid Bond:** Each offer must be accompanied by a bid bond, issued by a surety duly authorized to conduct business in the State of New Mexico and acceptable to the City in the amount of five percent (5%) of the total bid price, as a guaranty that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with this IFB and, if required by this IFB, will furnish good and sufficient bond for the faithful performance of the Contract and for the payment of all labor and materials. The Bidder must be named as principal on the bond. No third party bid bonds will be accepted. Certified checks, personal checks, cash or other substitutes will not be accepted in lieu of a bid bond.

☐ **Local Area Maintenance:** No offer will be considered unless adequate maintenance is available in the Albuquerque Metro Area.

☐ **Prequalification Requirement:** Bidders must be prequalified through the City's Purchasing Division in order to qualify to submit for this IFB.

ACKNOWLEDGEMENT FORM

This acknowledgement of receipt should be returned to the Purchasing Department. Failure to return this form **will not** exclude a firm from submitting a bid; however, only those prospective Bidders who elect to return this form completed with the indicated intention of submitting a bid will receive addenda, if issued, or other additional information pertaining to this bid.

Firm **DOES**_____ **DOES NOT**_____ (**check one**) intend to respond to this Invitation for Bids.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____

PHONE: _____

FAX: _____

E-MAIL ADDRESS: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

If you require additional information regarding this bid, or the Procurement process, please contact:

CITY OF RIO RANCHO
PURCHASING DIVISION
BEVERLY GUTIERREZ, PURCHASING TECHNICIAN
3200 CIVIC CENTER CIRCLE NE STE 300
RIO RANCHO NEW MEXICO 87144
PHONE 505-896-8765 FAX 505-891-5762
E-MAIL bgutierrez@ci.rio-rancho.nm.us

INSTRUCTIONS TO BIDDERS

DEFINITIONS: As used in this IFB and in the City of Rio Rancho Procurement Code, the following definitions apply:

A. AGREEMENT means any contract between the City and Contractor pertaining to price, terms, and conditions for the Procurement of items of tangible personal property, services or construction services as described in and awarded as a result of this Invitation for Bids.

B. AREA BUSINESS means a Resident Business or Resident Contractor which:

(1) Is authorized to do and is doing business under the laws of the State of New Mexico;
(2) Possesses a current City business registration;
(3) Maintains a bona fide place of business within the corporate limits of the City, and agrees to conduct its activities pursuant to the Contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
(4) Agrees to furnish evidence, in a form suitable to the City, of its payment of New Mexico Gross Receipts Tax.

C. Bidder means a business that submits a bid in response to this Invitation for Bids.

D. Central Purchasing Office or Purchasing Office means the Purchasing Division of the City's Department of Financial Services.

E. City means the City of Rio Rancho, a political subdivision of the State of New Mexico.

F. Contract means any agreement between the City and Contractor as to price, terms, and conditions for the Procurement of items of tangible personal property, services or construction services as described in and awarded as a result of this Invitation for Bids.

G. Contractor means a Bidder who has been awarded a Contract.

H. Invitation for Bids or IFB means this Invitation for Bids, which includes all exhibits, schedules and other attachments referred to herein.

I. Local Business LOCAL BUSINESS means a Resident Business or Resident Contractor which:

(1) Is authorized to do and is doing business under the laws of the State of New Mexico;
(2) Possesses a current City business registration;

(3) Maintains its principal place of business within the corporate limits of the City; and
(4) Agrees to furnish evidence, in a form suitable to the City, of its payment of New Mexico Gross Receipts Tax.

J. Notice of Invitation for Bids means the notice regarding this Invitation for Bids, containing a brief description of the items of tangible personal property, services or construction to be procured, the location where this Invitation for Bids can be obtained, where bids are to be received, the cost, if any, for copies of plans and specifications, the date and place of the bid opening, and other information the Procurement Officer deems necessary.

K. Procurement means the purchasing, renting, leasing, lease purchasing or otherwise acquiring items of tangible personal property, services or construction, and all aspects of such Procurement, including but not limited to preparation of specifications, solicitation of sources, qualification or disqualification of Bidders, preparation and award of Contract, and Contract administration.

L. Procurement Officer means the City Manager or other person authorized by the City Manager to oversee the administration of the Procurement process.

M. Purchase Order means the document issued by the Central Purchasing Office, which directs a Contractor to deliver items of tangible personal property, services or construction pursuant to an existing Contract, and creates an encumbrance of funds necessary for payment.

N. RECYCLED CONTENT GOODS has the meaning set forth in NMSA 1978 § 13-1-21(A)(6), as amended from time to time.

O. Resident Business: has the meaning set forth in NMSA 1978 § 13-1-21(A)(5), as amended from time to time.

P. Resident Contractor: has the meaning set forth in NMSA 1978 § 13-4-2(A)(5), as amended from time to time.

Q. Resident Veteran Business: has the meaning set forth in NMSA 1978 § 13-1-22(A)(7), as amended from time to time.

R. Resident Veteran Contractor: has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.

S. Responsible Bidder means a business that submits a Responsive bid and which has furnished, when required, information sufficient to prove that the Bidder's financial resources, production or service facilities, integrity, personnel, service reputation and experience are adequate to satisfactorily deliver the items of tangible personal property described in this Invitation for Bids.

T. Responsive bid means a bid which conforms in all material respects to the requirements set forth in this Invitation for Bids and the drawings, specifications and other documents designated herein. Material respects of a bid include, but are not limited to, price, quality, quantity or delivery requirements.

U. STATUTORY PREFERENCE means the five percent (5%) preference for Resident Businesses, Resident Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

V. QUALIFYING COMPANY means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

PREPARATION OF BIDS:

A. Submission: All bids must be submitted on the Bid Proposal Form attached. Failure to do so may disqualify your bid. It is the responsibility of the Bidder to submit sufficient additional information to allow for a thorough evaluation of the bid submitted.

B. Preparation method: All information required in this IFB must be typewritten or handwritten in ink and must be legible. Erasures or other changes must be initialed by the person signing the bid. Each bid must be signed on the appropriate pages by an individual authorized to bind the Bidder submitting the bid. In the event that a bid or Contract is signed by an agent, the City reserves the right to require evidence of the agent's authority.

C. Unit Prices: The unit price for each item offered shall be shown unless otherwise specified. In the case of a discrepancy between the unit price and the extended price, the unit price shall govern in determining the price used for evaluation.

D. Estimated Quantities: The quantities shown on the bid are estimated quantities only. The City of Rio Rancho reserves the right to purchase more than or less than the quantities shown. In any event, the unit bid prices shall govern for the duration of the Contract. Any and all price increases for items specified under the bid shall be mutually agree upon via a Contract modification and shall become effective upon written approval of the City's Procurement Officer, or his designee.

E. Delivery Time: Delivery time stated in the specifications shall apply. Deviations by the Bidder shall be stated as an exception taken to this IFB as part of their response to this IFB. Time, if stated in number of days, will be consecutive calendar days.

F. Delivery, Unpacking, Assembly and Placement: Any offer in response to this IFB must include delivery, unpacking, assembly and placement of items as specified in this IFB. All costs associated with delivery, unpacking, assembly and placement must be included as a part of the unit price bid for each item.

G. Freight Policy: Freight will be F.O.B. Destination (as indicated on the Request Form), Freight Prepaid, unless otherwise specified in this IFB.

H. Taxes: The City of Rio Rancho is exempt from payment of New Mexico Gross Receipt Taxes (NMGRT) on materials purchased, but is subject to such tax on services, including construction services as defined in NMSA 1978 § 7-9-3.M. A Bidder shall include any applicable NMGRT in its bid price, unless specified otherwise in this IFB, and bids will be construed in that manner. Determination of whether NMGRT is due and payment of the tax is the responsibility of the Bidder. Applicable taxes are to be listed separately and included in each invoice due and may not be billed more than sixty (60) days after providing the services to which the taxes apply.

I. New Material, Etc.: All materials, supplies, equipment, and vehicles specified in this IFB shall be new, the latest in production and manufactured within the last twelve (12) months (computed from the date and time of bid opening), unless otherwise indicated. This does not apply to materials, supplies, equipment or vehicles used by the Contractor to provide the required item(s) of tangible personal property.

J. Warranty: Materials furnished by the successful Bidder shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials. The Bidder agrees that item(s) of tangible personal property furnished under any Contract resulting from this IFB shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such item(s). Further, the Bidder agrees that the rights and remedies provided in such warranties will extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this IFB. The Bidder agrees not to disclaim any warranties of fitness for a particular purpose or of merchantability. Warranties shall become effective at the time of acceptance of the goods furnished.

K. Equivalent Bids: Where a product is characteristic of a sole manufacturer, or where a brand name is indicated in the specifications, it shall be defined to mean "minimum acceptable level" or "minimum quality required" unless the specifications state that no substitutions or equivalents will be allowed. If the Bidder bids an item other than the one specified, which the Bidder considers comparable, the manufacturer's name and model number of that item must be specified in the bid and sufficient performance and descriptive data provided to permit a thorough evaluation. Failure to provide the appropriate information may result in disqualification of the bid.

L. Exceptions to Specifications: Specifications of items or components included in a bid shall be equal to or better than the standards set by the technical specifications made a part of this IFB, and all exceptions to these specifications shall be so listed on a separate sheet titled, "EXCEPTIONS TO THE SPECIFICATIONS." Any bid submitted without exceptions will be required to meet every detail of the City's technical specifications regardless of cost to the Bidder.

M. Site Inspection: all Bidders are required to conduct an on-site inspection. Failure by the Bidder to become acquainted with the conditions affecting the work specified in this IFB shall not constitute relief from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Bidder shall be responsible for any excess costs resulting from failure to estimate accurately. Failure to conduct an on-site inspection may result in the rejection of a bid.

N. Service Facilities: The Bidder, upon submitting a bid in response to this IFB, must have service facilities, which are, in the opinion of the City, adequate to perform the services specified in this IFB. The City reserves the right to inspect and determine if the facilities meet this requirement. The final determination of satisfaction of this requirement rests with the City.

O. Licenses and Certifications: The Bidder must provide proof, in a manner acceptable and within the time period specified by the Purchasing Office, but prior to award, unless otherwise specified in this IFB, that they are licensed and certified by the appropriate agencies as required by law to provide the goods specified in this IFB.

ETHICAL CONDUCT:

By submitting its bid in response to this IFB, each Bidder certifies that:

A. It has not offered, given or agreed to give to any City employee or former employee, a gratuity or offer of employment to influence the preparation of or recommendation of award of this IFB;

B. It has not retained a person to solicit or secure a City Contract for a contingent fee;

C. It has not taken any action in restraint of free competitive bidding in connection with this IFB;

D. It has not in any way violated the ethical conduct or other provisions of the City's Procurement Code;

E. It currently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance of any Contract resulting from this IFB; and

F. The accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under state or federal law.

G. The City of Rio Rancho Procurement Code, Section 36.37, paragraph B, notes that New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

REQUESTS FOR EXPLANATIONS BY BIDDERS:

A. Requests for Explanation: Any explanation desired by the Bidder regarding the meaning or interpretation of specifications or any part of this IFB must be requested in writing and received in the Purchasing Office not less than ten (10) calendar days prior to the scheduled bid opening. This IFB is issued on behalf of the City of Rio Rancho by the Purchasing Office, which is **THE SOLE POINT OF CONTACT DURING THE PROCUREMENT PROCESS**. Communications initiated by Bidders with members of the Governing Body or City Personnel other than as coordinated by Purchashing Office Staff, shall be grounds for Bidder Disqualification. Any inquiries or requests during the Procurement process shall be submitted in writing to the following point of contact:

City of Rio Rancho
Department of Financial Services, Purchasing Division
Attention: Beverly Gutierrez, Purchasing Technician
3200 Civic Center Circle NE STE 300
Rio Rancho, NM 87124
(505) 896-8765
bgutierrez@ci.rio-rancho.nm.us

B. Responses to Requests: Oral explanations or instructions given prior to the opening of the offer shall not be binding. All official explanations must be issued in writing by the Purchasing Office.

CLARIFICATION OF BIDS:

The City may, in the evaluation of bids, request clarification from Bidders regarding their bids, or additional material or literature, and pursue other avenues of research, as the City deems necessary to insure that a thorough evaluation is conducted.

SUBMISSION OF BIDS:

A. Time: Bids not received by the time and date indicated in this IFB will not be accepted.

B. Hand Delivered: Bids may be hand delivered to the Office of the City Clerk, City Hall, 3200 Civic Center Circle NE, Room #150, Rio Rancho, NM 87144.

C. Mailed: Bids may be mailed to Office of the City Clerk, City Hall, 3200 Civic Center Circle NE, Room #150, Rio Rancho, NM 87144, and will be considered submitted when actually received and time stamped. The City shall not be responsible for bids that are mailed and not received by the date and time specified in this IFB.

D. Receipts: The Office of the City Clerk will provide receipts (upon request) for bids that are hand delivered.

E. Envelope Preparation: The envelope or package containing a bid must be sealed and the following identifying information legibly written or typed on the outside:
   (1) Name of Bidder;
   (2) Bid Number assigned by the City to this IFB; and
   (3) Opening date identified in this IFB or in one or more subsequent addenda.

F. No Other Methods of Delivery: No means of delivery of bids other than those specified above, including telephone, e-mail, or facsimile, will be accepted.

G. Public Inspection: Each bid shall be open to public inspection, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential. Material so designated shall accompany the bid and each page shall be clearly marked and readily separable from the bid in order to facilitate public inspection of the non-confidential portions of the bid. Prices and makes and models or catalog numbers of items offered, deliveries and term of payment shall be publicly available at the time of the opening of the bids, regardless of any designation to the contrary. The City shall endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of bids. Bidders are cautioned, however, that materials designated confidential may nevertheless be subject to disclosure to any New Mexico citizen under the Inspection of Public Records Act (NMSA 1978 §§ 14-2-1 through 14-2-12).

H. Delays or Closings of City Offices: In the event that City offices are officially on a delayed opening for any reason (i.e. inclement weather) and City offices are not open at least two (2) hours prior to bid opening, the deadline for bid and proposal submissions will be delayed for exactly the amount of time indicated in the official City announcement. For example, if City offices are on a two (2) hour delay, deadline for receipt of bids and proposals due prior to 12:00 p.m. will be delayed by two (2) hours and bids due after 12:00 p.m. will be due at their regularly scheduled time. Also, if City offices are officially closed for any reason (i.e. inclement weather) through the entire or remainder of a business day, prior to deadline for submission of bids or proposals, bids and proposals will be due at the same time on the following business day.

WITHDRAWAL OF BIDS:

A bid may be withdrawn in person at any time BEFORE the scheduled opening of bids, provided a receipt for the withdrawn offer is signed by the Bidder or the Bidder's authorized representative. The City reserves the right to request proof of authorization to withdraw a bid.

OPENING OF BIDS:

Bids will be opened by the Purchasing Division at the time and place specified in this IFB. Openings are open to the public. All Bidders are encouraged to attend.

DISQUALIFICATION OF BIDS:

The City reserves the right to reject a bid for any one or more of the following reasons:

A. The City determines a bid to be non-responsive in any manner to the requirements of this IFB.

B. In the past the Bidder has failed to comply with previous contractual commitments, bids, proposals, or offers to the City.

C. In the opinion of the City, the Bidder is not capable of providing the offered items of tangible personal property, services or construction as offered or required by this IFB or is otherwise not a Responsible Bidder.

D. The Bidder has not provided sufficient or detailed information to allow for the evaluation of the bid.

E. In the opinion of the City, the bid prices are higher than the prices for which the specified items or services can be purchased on the open market.

F. The Bidder failed to properly fill in any space on the Request Form or any attached document in which information or a signature is required.

G. The Bidder did not, at the time the bid is submitted, have any license or certification required by law.

H. The Bidder failed to submit with its bid any bond or other material requirements of this IFB or has otherwise submitted a non-responsive offer.

I. There are unauthorized additions, conditions, alternate proposals or other irregularities of any kind, which might make the bid incomplete, indefinite or ambiguous in meaning.

J. The bid was not submitted in ink or typewritten, or there is any erasure or alteration of words or figures relating to pricing which is not initialed in ink by the Bidder.

K. The City determines that a bid contains any misrepresentations whatsoever.

L. Notwithstanding the foregoing, the City reserves the right to waive any irregularity in a bid if the Procurement Officer deems, in his or her sole discretion, such irregularity to be immaterial to the purpose of this solicitation and that waiving the same is in the best interest of the City.

REJECTION/CANCELLATION OF BIDS:

Any solicitation, prior to opening or after opening, may be canceled or any or all bids may be rejected in whole or in part when it is in the best interest of the City to do so.

MINOR OR TECHNICAL IRREGULARITIES:

Minor or technical irregularities in a bid, when there is no effect on price, quality or quantity may be waived and clerical errors in a bid may be corrected, if it is in the best interest of the City.

NONCONFORMING/CONDITIONAL, OR COUNTER BIDS:

The City will reject any bid that is nonconforming or conditional, in whole or in part.

BID ANALYSIS:

The City reserves the right to analyze, examine and interpret any bid for a period of ninety (90) calendar days after the scheduled time for the opening of bids. Bids may not be rescinded during this period except for good cause and with the written approval of the Procurement Officer. In those situations where the analysis/evaluation exceeds ninety (90) calendar days, Bidders may withdraw their bids from consideration.

AWARD OF CONTRACT:

A. When Award Occurs: The award of a Contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Bidder. A recommendation of award does not constitute award of Contract.

B. Award: The City of Rio Rancho reserves the right to reject any or all bids or accept any presented which meet these specifications, and which would be in the best interest of the City and will not necessarily be bound to accept the low bid. The City reserves the right to make multiple awards as a result of this IFB if doing so would be advantageous to the City. The City may issue multiple awards on an item-by-item basis to the Responsive and Responsible Bidder(s) offering the lowest price for each item or to the Responsive and Responsible Bidder(s) offering the lowest total price for each category of items. Multiple source awards shall not be made when a single award will meet the need of the City without sacrifice of economy or service. Awards shall be limited to the least number of suppliers necessary to meet the requirements of the City. In addition, The City reserves the right to award to Primary and Secondary Vendors, in which case, the lowest Responsive bid overall, in each

category, or for each item shall be the Primary Vendor who shall be the primary source for all designated bid items. The next lowest Responsive bid shall be the Secondary Vendor who shall be the secondary or back-up source of for all designated bid items. The Secondary Vendor shall be utilized only if extenuating circumstances or non-compliance precludes the Primary Vendor from fulfilling orders for goods or services. This IFB gives no guarantee of minimum quantities or work.

C. Determination of Bidder Responsibility: The City may make such investigations it deems necessary to determine the ability of the Bidder to perform the services and/or supply the items of tangible personal property specified herein. The Bidder shall, within seven (7) calendar days, furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if evidence submitted by, or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of this Invitation For Bids.

D. Application of Resident, Local, Area, and Recycled Content Goods Preference: In all Invitations for Bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time. A copy of a valid Resident Business Certificate or Resident Contractor Certificate issued by the New Mexico Taxation & Revenue Department. Information regarding resident preference can be obtained by contacting the Point of Contact as listed herein.

In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:

(1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and

(2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.

In addition to the definitions and criteria set forth in this section, the Central Purchasing Office may impose additional requirements regarding the nature, size and/or location of offerors or Bidders in any request for proposals or Invitation for Bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.

Information regarding the City's Procurement Code and the application of the local and resident preference can be obtained by contacting the Point of Contact as listed herein.

For consideration for the Area, Local, and Recycled Content Goods preference, the Offeror must complete the Preference Certification Form, attached hereto, in accordance with the instructions and return the form with its Technical Proposal.

In addition to the definitions and criteria set forth in the section, when a joint bid or joint proposal is submitted by both Resident and non-Resident Businesses, the Resident Business preference provided pursuant to Subsection B or C of the NMSA 978 §§ 13-1-21 or 13-4-5, as amended from time to time , shall be reduced in proportion to the percentage of the Contract, based on the dollar amount of the goods or services provided under the Contract, that will be performed by a non-Resident Business as specified in the join bid or proposal.

PROTEST PROCESS:

A. Right to Protest: Any Bidder or Bidder who is aggrieved in connection with a solicitation or award of a Contract may protest to the Central Purchasing Office.

B. Timely Protest: The protest must be submitted in writing within ten (10) calendar days after knowledge of the facts or occurrences given rise thereto.

C. Required Information: All protests must be submitted in legible, written form and delivered either personally or by mail to the Purchasing Division of the City's Department of Financial Services (the same address to which bids are to be mailed). Protests delivered by any other method, including facsimile, telephone, or e-mail will not be accepted. Protest shall contain at a minimum the following:
   (1) Name and address of the protesting party;
   (2) The solicitation/IFB number;
   (3) A clear statement of the reason(s) for the protest;
   (4) A clear statement of the facts that support the protest;
   (5) Attachments of any written evidence available to substantiate the protest; and
   (6) A statement specifying the relief or ruling requested.

D. The envelope enclosing a protest should clearly indicate "PROTEST" and the IFB number.

E. Authority to resolve. The Procurement Officer has the authority to take any action reasonably necessary to resolve a protest in accordance with the City's Procurement Code, but does not have any authority to award money damages or attorney fees.

LOCAL/AREA/RESIDENT/RESIDENT VETERAN/RECYCLED CONTENT GOODS PREFERENCE CERTIFICATION FORM

Business Name: _____

Principal Place of Business: _____

Address: _____

State _____ ZIP _____

DEFINITIONS:

Recycled content goods has the meaning set forth in NMSA 1978 § 13-1-21(A)(6) , as amended from time to time.

RESIDENT BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(5) , as amended from time to time.

RESIDENT CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(5) , as amended from time to time.

RESIDENT VETERAN BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(7), as amended from time to time.

RESIDENT VETERAN CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.

STATUTORY PREFERENCE means the preference for Resident Businesses, Resident Contractors, Resident Veteran Businesses, Resident Veteran Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

Qualifying company means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

LOCAL BUSINESS means a Resident Business or Resident Contractor which:
(a) Is authorized to do and is doing business under the laws of the State of New Mexico;
(b) Possesses a current City business registration;
(c) Maintains its principal place of business within the corporate limits of the City; and
(d) Agrees to furnish evidence, in a form suitable to the City, of its payment of New Mexico Gross Receipts Tax.

AREA BUSINESS means a Resident Business or Resident Contractor which:
(a) Is authorized to do and is doing business under the laws of the State of New Mexico;
(b) Possesses a current City business registration;
(c) Maintains a bona fide place of business within the corporate limits of the City, and agrees to conduct its activities pursuant to the Contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
(d) Agrees to furnish evidence, in a form suitable to the City, of its payment of New Mexico Gross Receipts Tax.

No bid or proposal shall receive both the Local Business and Area Business preferences.

INSTRUCTIONS:

In all Invitations for Bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:

(1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and

(2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.

No bid or proposal shall receive both the Local Business and Area Business preferences.

In addition to the definitions and criteria set forth in this section, the Central Purchasing Office may impose additional requirements regarding the nature, size and/or location of offerors or Bidders in any request for proposals or Invitation for Bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.

A COPY OF A RESIDENT BUSINESS OR CONTRACTOR / VETERAN BUSINESS OR CONTRACTOR CERTIFICATE ISSUED BY THE NEW MEXICO TAXATION AND REVENUE DEPARTMENT IS REQUIRED TO BE SUBMITTED ALONG WITH YOUR BID / OFFER IN ORDER TO QUALIFY FOR THE STATUTORY RESIDENT / VETERAN PREFERENCE. In addition, the attached Resident Veterans Preference Certification form must accompany any bid/offer and any business wishing to receive a resident veteran's preference must complete and sign the form.

REQUESTS FOR RECYCLED CONTENT GOODS PREFERENCE MUST BE ACCOMPANIED BY OFFICIAL / VERIFIABLE EVIDENCE THAT THE MATERIAL BEING BID / OFFERED CONTAINS THE MINIMUM RECYCLED CONTENT REQUIRED BY STATE STATUE.

THIS FORM MUST BE SUBMITTED AT THE TIME BIDS / OFFERS IN ORDER TO CLAIM LOCAL, AREA, RESIDENT, VETERAN OR RECYCLED CONTENT GOODS PREFERENCE.

PLEASE INDICATE THE TYPE OF PREFERENCE CLAIMED:

If your firm is a Qualifying Company please circle the type of preference for which your firm qualifies and indicate your appropriate annual revenue threshold:

RECYCLED CONTENT GOODS

RESIDENT BUSINESS

RESIDENT CONTRACTOR

RECYCLED CONTENT GOODS RESIDENT VETERAN BUSINESS
- ☐ Annual revenue $1,000,000.00 or less
- ☐ Annual revenue more than $1,000,000.00 but less than $ 5,000,000.00
- ☐ Annual revenue more than $5,000,000.00 or more

RESIDENT VETERAN BUSINESS
- ☐ Annual revenue $1,000,000.00 or less
- ☐ Annual revenue more than $1,000,000.00 but less than $ 5,000,000.00

☐ Annual revenue more than $5,000,000.00 or more

RESIDENT VETERAN CONTRACTOR
☐ Annual revenue $1,000,000.00 or less
☐ Annual revenue more than $1,000,000.00 but less than $ 5,000,000.00
☐ Annual revenue more than $5,000,000.00 or more

If your firm is applying for either a Local or Area Preference, please circle the type of preference for which your firm qualifies. **(Select only one)**:

LOCAL BUSINESS AREA BUSINESS

CITY OF RIO RANCHO BUSINESS LICENSE REGISTRATION NUMBER: _____
(Must be provided if claiming Local Business or Area Business Preference)

If submitting a joint bid/proposal please indicated proportion of work to be completed by qualifying company:

_____%

CERTIFICATION: I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the City will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

By: _____ Title: _____ Date:_____

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 I 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.

SPECIFICATIONS

The City of Rio Rancho is seeking a vendor to provide irrigation parts, equipment, and supplies, tools used in the trade, service, testing, consulting as well as manuals and reference materials. The vendor shall provide current catalogs with manufactures list price and part number and % discount from list price offered on each manufactures items. The following is a list of items currently in use in the City. The following list shall not be considered as all-inclusive. The City realizes that over a period of time some of these brands may become obsolete or change. If necessary, during the life of this contract the City reserves the right to request from the vendor any other manufactures catalog along with a % off list price.

NOTICE TO VENDORS

The use of the brand name/model is for the purpose of describing a standard of quality, performance and characteristics desired and not intended to limit or restrict competition. If the offeror offers an item other than the one specified, which the offeror considers comparable, the manufacturer's name and model number of that item must be specified in the offer and sufficient performance specifications and descriptive data provided to permit a thorough evaluation. Failure to provide the appropriate information may result in the disqualification of the offer. Therefore, any exceptions may be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on the page entitled, "Exceptions to Specifications". The exceptions shall refer to the specification number. The Purchaser shall determine which (if any) exceptions are acceptable and this determination shall be final.

BID PROPOSAL

IRRIGATION ITEMS

1. PVC Pipe**********

A. Class 200 SDR21 Irrigation PVC Pipe _____%Off List
Including but not limited to:

- .50 inch
- .75 inch
- 1.00 inch
- 1.25 inch
- 1.50 inch
- 2.00 inch
- 2.50 inch
- 3.00 inch
- 4.00 inch
- 6.00 inch

B. Schedule 40 PVC Pipe as specified _____%Off List
Including but not limited to:

- .50 inch
- .75 inch
- 1.00 inch
- 1.25 inch
- 1.50 inch
- 2.00 inch
- 2.50 inch
- 3.00 inch
- 4.00 inch
- 6.00 inch

C. Schedule 80 PVC Pipe _____%Off List
Including but not limited to:

- .50 inch
- .75 inch
- 1.00 inch
- 1.25 inch
- 1.50 inch
- 2.00 inch
- 2.50 inch
- 3.00 inch
- 4.00 inch
- 6.00 inch

2. Irrigation Control Wire _____%Off List
   UL Type UF 600 Volts, non-corroding and sunlight resistant.
   Constructed of solid bare annealed copper conforming to UL 83 and Federal Spec JC-30A.

3. AWG

   A. 14 gauge _____%Off List

   B. 12 gauge _____%Off List

   C. 10 gauge _____%Off List

4. Rainbird Irrigation Whole Goods

   A. Categories I, II, III, V, and VIII _____%Off List

   B. Category IV _____%Off List

   C. Category VI _____%Off List

   D. Category VII _____%Off List

5. Rainbird Irrigation Replacement Parts _____%Off List

6. Flow Meters for central control systems _____%Off List

7. Febco Backflow Prevention Products Whole Goods _____%Off List

8. Febco Backflow Prevention Product Replacement Parts _____%Off List

9. Galvanized Nipples _____%Off List

10. Galvanized Fittings _____%Off List

11. Steel Dresser Couplings _____%Off List

12. Excalibur Flex Nipples (or equal) _____%Off List

13. Carson Brooks Valve Boxes, Extensions, Lids, etc. (including heavy duty) _____%Off List

14. Ametek Valve Boxes (all sizes), Extensions, etc. _____%Off List

15. Brass Manual Valves _____%Off List
16. Spears Snap-tite Connectors DS400 _____%Off List
17. Spears schedule 80 ball valves _____%Off List
18. Spears schedule 80 true union ball valve _____%Off List
19. IPS PVC cement / glue _____%Off List
20. IPS PVC primer _____%Off List
21. Strong Box _____%Off List
22. Hot Box _____%Off List
23. Irrigation PVC
    A. Schedule 40 fittings _____%Off List
    B. PVC Lasco Swing Joints _____%Off List
    C. PVC Compression Couplings _____%Off List
    D. PVC Slip Fix Couplings _____%Off List
    E. PVC Schedule 80 Fittings _____%Off List
    F. PVC Schedule 80 Nipples _____%Off List
24. Drip Line
    A. ¾ inch _____%Off List
    B. ½ inch _____%Off List
25. Drip Spaghetti Tube ¼ inch _____%Off List
26. Water pumps – gasoline powered _____%Off List
27. Irrigation tools _____%Off List
28. Meter keys _____%Off List
29. Hand pumps – siphon hose e.g. Beckson _____%Off List

30. Irrigation flags _____%Off List

31. Controller Repairs _____Per Hour

32. Irrigation Consulting _____Per Hour

33. Teflon Tape _____%Off List

34. Pipe Dope _____%Off List

35. Miscellaneous Other Items Not Listed Herein _____%Off List

36. Weed Barrier (Fabric)

    A. 3' Wide _____%Off List
    B. 9' Wide _____%Off List
    C. 12' Wide _____%Off List

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<u>PLEASE NOTE A CURRENT CATALOG WITH LIST PRICES AND PART NUMBERS MUST BE SUPPLIED FOR EACH MANUFACTURER.</u>**

INVOICES

The Vendor must include on all of their invoices the following information:

1. Part number, list price, % discount, & net cost to the City.

If any of the above information is missing from the invoice, the City reserves the right to withhold payment until such time as the correct/missing information can be obtained from the vendor.

Exceptions & Deviations

Bidder shall fully describe every variance exception and/or deviation. List the item number here and fully explain any items in non-compliance with specification. Additional sheets may be used if required.

Bidder shall acknowledge receipt of Addenda (if any) by initialing next to the number of each Addendum received. 1. ____ 2. ____ 3. ____ 4. ____

Bidder: _____ By: _____

Company Name Authorized Signature

_____ _____

Address Printed Name

_____ _____

Address Telephone Number

_____

(Date)

TERMS AND CONDITIONS

Agency: In the event that a bid or contract is signed by an agent, the City reserves the right to require evidence of the agent's authority.

Cited Model: Any model(s) cited herein is (are) intended only as a reference; any model offered must meet all of the technical specifications accompanying this IFB.

City Business Registration Requirement: The successful bidder, if not already registered to engage in business in the City of Rio Rancho, shall be required to apply to the City and pay the business registration fee, as stipulated in City Code §§ 14-2-1 through 14-2-9, prior to receiving a contract under this Bid.

Compensation: The Bidder *will not* receive any compensation until goods have been delivered or services have been completed, final inspection has been made, the work has been accepted by an authorized representative of the City and complete and correct invoices have been received by the City following the invoicing process detailed on the issued purchase order. Progress payments *will not* be made to any contractor unless otherwise specified in this IFB.

Contract Period: Unless sooner terminated a contract resulting from this IFB shall be for a term of one (1) year from the date of issue of the City's award letter with option to renew for three (3) additional one (1) year terms. In no case shall the term of this agreement exceed a term of four (4) years from the date of issue of the award letter.

Responsibility For Damage: The successful Bidder shall be responsible for any damage caused by its delivery, removal or installation. Damage shall be reported immediately to the designated City representative.

Delivery, Unpacking, Assembly and Placement: Any offer in response to this IFB must include delivery, unpacking, assembly and placement of items as specified in this IFB. All costs associated with Delivery, Unpacking, Assembly and Placement must be included as a part of the unit price bid for each item.

Design Conformance - OSHA: The design of all equipment purchased as a result of a bid made in response to this IFB shall be in conformance with all applicable regulations of the federal Occupational Safety and Health Act in effect at the time of delivery.

Estimated Quantities; Not an Order: The estimated quantities listed do not constitute an order and are not necessarily comprehensive; they are a representative sample of what is likely to be purchased during the course of a contract resulting from this IFB and will be used only to evaluate offers and award such a contract. These quantities as stated may increase or decrease depending on the actual needs of the City. The user will place actual orders. The terms of this Agreement and all amounts payable hereunder are contingent upon sufficient appropriations therefore by the City's Governing Body. If sufficient appropriations are not made, the City may notify the Contractor of the termination of this Agreement in accordance with the provisions herein.

Freight and Shipping: Freight will be F.O.B. Destination. F.O.B. point other than indicated by the City will not be acceptable.

Guaranteed Performance: The successful bidder guarantees that the materials and/or items supplied are capable of the performance required in the specifications accompanying this IFB, and agrees to make such changes, adjustments or replacements as may be necessary in order for the materials to meet the specification requirements at no cost to the City. If defects or specification failures are discovered, the Procurement Officer may, notwithstanding acceptance and payment, require the unit(s) or item(s) to be properly furnished in accordance with the specifications and drawings at the sole cost and expense of the bidder or the bidder's surety.

Independent Contractor: The Contractor (and each agent, employee and contractor employed or engaged by the Contractor to fulfill the Contractor's obligations hereunder) shall be an independent contractor performing services for the City and not an employee of the City or an agent of the City for any purpose beyond the specific engagement for services set forth herein. As independent contractors, the Contractor and its agents and employees shall not qualify for or receive any employee benefits from the City, including but not limited to leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

Inspection of Materials: The City reserves the right to inspect materials and/or items provided by the Bidder through a contract resulting from this IFB to determine their quality, fitness and suitability. Inspection of these materials may be conducted whenever the City considers necessary.

Liability Insurance: The successful bidder shall obtain and maintain during the life of any contract resulting from this IFB a comprehensive general liability insurance policy and automobile liability coverage with liability limits in amounts not less than Five Hundred Thousand Dollars ($500,000) combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. If required coverages are provided by separate policies, each policy shall have the liability limits required above. Such policy(ies) shall include coverage for all of contractor's operations performed for the City, coverage for the use of all owned, non-owned and hired automobiles, vehicles and other equipment, both on- and off-site, and contractual liability coverage that specifically insures the contractor for any liability arising from its indemnification obligations under the contract resulting from this IFB. Prior to commencing any work under the contract, the contractor shall provide the City's purchasing office one or more certificates of insurance demonstrating the contractor's fulfillment of the foregoing insurance requirements. The contractor shall require the same insurance coverages and endorsements from each subcontractor engaged by the contractor to fulfill any of its obligations under the contract resulting from this IFB. The City shall be named an additional insured in each such policy maintained in satisfaction of the foregoing requirements.

All insurance policies maintained in satisfaction of the foregoing requirements shall provide that the City's purchasing office be given thirty (30) calendar days prior written notice before the policy is canceled, materially changed, or not renewed. Neither the City's approval, nor failure to disapprove, any policies or evidence of insurance shall relieve the Contractor or any

subcontractor(s) of full responsibility for maintaining the required insurance in full force and effect for as long as required by the contract.

Worker's Compensation Insurance: The Bidder, if awarded a contract as a result of this IFB, shall comply with the provisions of the Worker's Compensation Act, Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. The Bidder shall obtain and maintain complete Workers and Employee's Liability Insurance in accordance with New Mexico law and regulations during the life of any contract resulting form this IFB. In the event that the Bidder is not required by law to obtain Worker's Compensation Insurance, the bidder shall provide a certified statement attesting that the Bidder will obtain such coverage should the Bidder, in the course of any contract resulting from this IFB, be required by law to do so. If any portion of the work is to be sublet, the Bidder as primary contractor, shall require the subcontractor(s) to provide the same coverage for all employees working under this contract. The City, its officers or employees, will not be responsible for any claims or actions resulting from the failure of the Bidder or any subcontractor to comply with the provisions of this paragraph.

Laws and Regulations: The Bidder shall give all notices and comply with all laws, ordinances, rules and regulations that apply to this work. The Bidder shall obtain and pay for all permits and licenses necessary to execute and complete the work. All required licenses must be in force at the time of submission of a bid and remain in force during the entire period of any contract resulting from this IFB. Failure to provide proof of required licenses in force will result in the offer being judged non-responsive.

Non-exclusivity: The City reserves the right to engage other contractors to perform services described herein, and the Contractor likewise may provide the same services to other clients; provided, however, the Contractor shall devote reasonable time and effort to any task undertaken hereunder.

Materials and Workmanship: All materials and/or workmanship furnished by the Bidder shall be free from defects and imperfections. Workmanship shall be in accord with the best industry standards and practices. Both materials and workmanship shall be subject to the approval of the City.

Price Escalation: If the Bidder does not offer a firm price, or if a bid contains an escalation clause, the offer may be considered only under the following conditions:

a. Offered prices must be firm for at least ninety (90) calendar days after written notification of award of a contract.
b. All price increases shall be accompanied by a certified letter from the Bidder's supplier showing the price increase to the Bidder.
c. All invoices of the offered items, from suppliers to the Bidder, shall be subject to auditing by the City and furnished without delay upon request.
d. The City reserves the right to cancel a contract resulting from this IFB and solicit a new contract if the escalated price is above the current open market price for the same commodity. Cancellation of the contract shall not affect any outstanding orders.

e. All revisions of the price list shall become effective when they are received, in writing, and accepted, by the Purchasing Office of the City, provided that they do not conflict with item (f.) of this paragraph.
f. All approved price changes resulting from this escalation clause shall be firm for a period of ninety (90) calendar days after acceptance in writing by the City.
g. The Bidder shall be limited to a maximum of two price escalations per contract period unless otherwise specified in this IFB.
h. The Bidder shall provide to the City written notice of any requested price changes at least sixty (60) calendar days prior to those changes taking effect.
i. If the Bidder receives any price de-escalations from the supplier of goods sold to the City through a contract resulting from this IFB, the Bidder is responsible for notifying the City within twenty-four (24) hours of such de-escalations, and passing those price changes on to the City immediately.
j. No price increases shall exceed 10% of the existing contract price.

Release/Indemnity: By its receipt of final payment of all amounts due under this Agreement, the Contractor shall release the City, and its officers and employees, from all liabilities, claims, and obligations whatsoever, arising from or under this Agreement. The Contractor shall indemnify and defend the City and hold the City harmless for and from any and every claim, action, liability, loss, damage or suit, arising from the fault of the Contractor in performing (or omitting to perform) services hereunder.

Removing Debris and Cleaning the Area: The Bidder shall, during the progress of the work, remove and dispose of all debris and keep the premises clean and safe. When the work is complete, the Bidder shall remove all construction equipment and surplus material (except materials that are to remain the property of the City as provided in the specifications) and leave the premises in a clean condition satisfactory to the City.

Risks: All risk of deterioration, destruction, and loss of materials and equipment stored at the site of the work shall be borne by the Bidder.

Service Facilities: The Bidder, upon submitting a bid in response to this IFB, must have service facilities, which are, in the opinion of the City, adequate to perform the services specified in this IFB. The City reserves the right to inspect and determine if the facilities meet this requirement. The final determination of satisfaction of this requirement rests with the City.

Shelf Life of Merchandise: the City shall compute Shelf life from the time of delivery to and acceptance.

Site Inspection: all Bidders are required to conduct an on-site inspection. Failure by the Bidder to become acquainted with the conditions affecting the work specified in this IFB shall not constitute relief from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Bidder shall be responsible for any excess costs resulting from failure to estimate accurately. Failure to conduct an on-site inspection may result in the rejection of a bid.

Sub-Contracting Services, Disallowed and Approval: All services provided as a result of this IFB must be performed by the Bidder to whom the contract is awarded. No subcontracting shall be allowed unless approved in writing from the City.

Termination: Either party may terminate this contract upon written notice to the other at least thirty (30) calendar days in advance of the date of termination.

Title: Title to all items of tangible personal property, services and construction provided pursuant to a contract resulting from this IFB shall pass to the City at the time of payment free and clear of all liens, claims, security interests and encumbrances.

Working Conditions: The City is not responsible for obstacles, unfavorable conditions, or hazards, which may be encountered by the Bidder, either above or below ground. These conditions are part of the risk and responsibility of the Bidder.

Work Site Damages: Any damages to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.