



**BID # 2017-596**

**N MAIN LIGHT POLES & FIXTURES**

**BID OPENING DATE/TIME/PLACE:**

**Thursday, November 10, 2016, 2:00 P.M.**

City of Aztec Commission Room

201 W Chaco

Aztec, NM 87410

**LAST DAY FOR QUESTIONS:**

Wednesday, November 2, 2016, 10:00 AM

For further information contact:

Kathy Lamb

Finance Director

City of Aztec

Phone: 505-334-7653

Fax: 505-334-7649

email: [klamb@aztecnm.gov](mailto:klamb@aztecnm.gov)

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## INVITATION TO BID

### BID NOTICE

**NOTICE OF INVITATION TO BID  
City of Aztec, NM  
Light Poles and Fixtures  
BID # 2017-596**

The City of Aztec is accepting bids for purchase of light poles and fixtures. Bid documents and specifications may be obtained online by accessing the City's purchasing webpage through <http://www.aztecnm.gov/purchasing/office.htm> or by contacting Kathy Lamb at (505) 334-7653 [klamb@aztecnm.gov](mailto:klamb@aztecnm.gov)

Sealed bids will be received by the City of Aztec at 201 W. Chaco, Aztec, New Mexico, 87410. Bids will be opened on Thursday, November 10, 2016 at 2:00 p.m. in the City Commission Room at City Hall.

Publication Date:      October 23, 2016      Farmington Daily Times

# ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of BID# **2017-596 N Main Lighting Poles** and Fixtures, the undersigned agrees that he/she has received a complete copy of the bid documents and specifications from the City's website or other location.

The acknowledgment of receipt should be signed and returned to the Purchasing Office as soon as possible. Only potential Bidders/Offerors who elect to return this form will receive copies of all future communications, relating to, and including amendments to Bid **2017-596**, if issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to document this Bid.

Firm does/does not (circle one) intend to respond to BID **2017-596**.

If firm does not intend to reply, please give a brief reason for not responding. \_\_\_\_\_

\_\_\_\_\_

Return to:

Kathy Lamb  
Finance Director  
City of Aztec  
201 W. Chaco  
Aztec, New Mexico 87410  
Telephone Number: 505-334-7653  
Fax Number: 505-334-7649  
[klamb@aztecm.gov](mailto:klamb@aztecm.gov)

Faxed or emailed copies of this form will be accepted.  
Faxed or emailed **BID** responses **will NOT** be accepted

## BID CONDITIONS

The specified models have been selected to match existing lighting throughout the City. The style and model has been pre-approved by the City.

If any bidder is of the opinion that the specifications as written preclude him/her from submitting a proposal that will adequately satisfy the needs of the City, it is requested that the opinion be sent to the City of Aztec Purchasing Department in writing at least seven (7) business days prior to the bid opening date. The written opinion should identify the specifications with a full explanation of why the specifications preclude the bidder from submitting a proposal.

~~If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the Purchasing Office and requesting Department to be equal in all material respects to the brand name products referenced. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, his bid shall be considered as offering a brand name product referenced in the Bid Schedule.~~

~~Equal shall be taken in its general sense and shall not mean identical. Specifications are for the sole purpose of establishing minimum requirements of level of quality standards of performance and design and is in no way intended to prohibit the bidding of any manufacturer(s) item of equal material. The City of Aztec shall be the sole judge of equality in their best interest and decisions of the City of Aztec as to equality shall be final.~~

Pursuant to Section 13-1-108 NMSA 1978, the total amount bid shall exclude all applicable taxes including applicable state gross receipt tax or applicable local option tax. Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by the City.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Purchasing Office, the bidder shall be responsible for actual delivery of the bid to the Purchasing Office before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of the City of Aztec

## ARTICLE 1

### GENERAL CONDITIONS

The following general conditions are for furnishing materials or services for the City of Aztec, San Juan County, New Mexico.

The bidder declares that the amount and nature of the materials to be furnished is understood and that the nature of this bid is in strict accordance with the conditions set forth and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The bidder, in submitting this bid, represents that he is in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act and the Americans with Disabilities Act of 1990 (Public Law 101-336).

Unless otherwise stated, the bidder hereby proposes to furnish the items or services bid on, FOB, City of Aztec, 201 W Chaco, Aztec, New Mexico, at the unit prices quoted herein after notice of bid award.

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

The city reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of the City.

The City reserves the right to make single or multiple awards.

The City further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and shall be made in the best interest of the City.

Brand name specification: Pursuant to NMSA 13-1-165, Brand-name specification use; the City of Aztec Electric Department and Finance Department have made the determination that only the brand-name identified in this bid will satisfy the needs of the City.

beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened. Bid deposited with the City cannot be withdrawn prior to the time set for opening Bids. Request for non-consideration of Bids must be made in writing to the Purchasing Office and received by the City prior to the time set for opening Bids. After other bids are opened and publicly read, the Bid for which non-consideration is properly requested may be returned unopened. The bid may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that his bid has been carefully reviewed and checked and that is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder. After Bids are opened and publicly read, the Bids will be tabulated for comparison on the basis of the bid prices and quantities shown in the Bid. Until final award by the City of Aztec, the City reserves the right to reject any or all Bids, to waive technicalities, and to re-advertise, or proceed to do the work otherwise when the best interests of the City will be realized hereby.

Bids will be considered irregular if they show any omissions, alternation of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities to make the award in the best interest of the City.

1. Bids received after the time limit for receiving bids as stated in the advertisement.
2. Bids containing any irregularities.
3. Unbalanced value of any items.

Bidders may be disqualified and their Bids not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Bidders.
2. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the work contemplated.
3. The Bidder being interested in litigation against the City.
4. The bidder being in arrears on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
6. Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion

of additional work if awarded the successful bidder may not assign his rights and duties under an award without the written consent of the City's Purchasing Office. Such consent shall not relieve the assignor of liability in event of default by his assignee.

Delivery date is an important factor to the City and may be required to be a part of each bid. The City of Aztec considers delivery time to be that period elapsing from the time the individual order is placed until that order or work there under is received by the City at the specified delivery location. The delivery date indicated a guaranteed delivery at Aztec, New Mexico. In evaluating any guaranteed date of delivery, past delivery and service performance on previous City contracts will be considered. The City reserves the right to reject any bid if the guaranteed delivery date of any bidder is indicated unlikely because of the non-availability of stock in the vicinity of Aztec, New Mexico or failure of the bidder to meet guaranteed delivery dates or service performance on any previous City order.

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O. B Aztec, New Mexico, all freight prepaid.

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

All bids shall specify terms and conditions of payment which will be considered as part of, but not control, the award of bid. City review, inspections, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if the opinion of the Purchasing Office upon the review,

inspections and processing procedures can be completed within the specified time.

It is the intention of the City of Aztec to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arises. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Purchasing Office or requesting Department and must be given a Purchase Order Number to be valid.

Payment will not be made by the City until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services and otherwise complied with City Purchasing procedure, unless this provision is waived by the City. In case of default of the successful bidder, the City of Aztec may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current productions and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, he shall notify the Purchasing Office immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

**RESIDENT PREFERENCE:** The New Mexico Procurement Code, N.M.S.A. 1978, §§ 13-1-21 et seq. (Repl. 1992), as amended, provides for a 5% preference which may be applied to the bids of qualified resident businesses and manufacturers. N.M.S.A. 1978, § 13-1-21 (does not apply if federal funds involved). Any Bidder desiring to qualify for a preference pursuant to this section must supply a preference number along with the Bid. However, Bidders should not attempt to include the preference in the bid. The City of Aztec shall adjust bids of businesses and manufacturers who qualify for a preference at the time of evaluation and award.

**NEW MEXICO CERTIFICATION NUMBER:** Each Bidder who wishes to qualify for the New Mexico Resident Preference, herein, must submit a

qualifying New Mexico Certification Number. In order to obtain such a number, a Bidder must submit a "Resident Bidder Certification Questionnaire" to the State of New Mexico, Taxation & Revenue Department. In order to qualify for the Resident Preference, the Bidder must be certified and issued a New Mexico Certification Number **prior** to the bid deadline, time and date.

**MULTIPLE BIDS:** More than one bid submitted will be grounds for disqualification unless the prime offer is so designated with alternate bid clearly marked as such. No alternate bid will be awarded unless the same bidder has submitted the lowest prime bid meeting specifications. If the low bidder's alternate bid meets specifications, then the bid may be awarded to that alternate bid.

The only approved contact shall be with the Procurement Specialist listed in this bid. Bidders making contact with any other City official or City employee regarding this Bid may be disqualified.

All bids and related documents are subject to the "Inspection of Public Records Act," Chapter 14, Article 2, NMSA 1978.

By law (Section 13-1-191, NMSA, 1978) the City is required to inform Bidders of the following: (1) it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); (2) it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); (3) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); (4) it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

Any protest by a Bidder 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 Bidders shall begin on the day following the City's written notification to all responding Bidders. Protests must be written and must include the name and address of the protestor and the number assigned to this Bid by the City. It also must contain a statement of grounds for protest including appropriate supporting exhibits. The timely protest must be delivered to

Purchasing Office  
City of Aztec  
201 W Chaco

Any protest concerning the award of a contract shall be decided by the Procurement Specialist. Protests shall be made in writing to the Purchasing Office and shall be filed within three (3) business days of final approval and acceptance of the bid by the City Commission. A protest is considered filed when received by the Purchasing Office. The written protest shall include the name and address of the protestor, the ITB number, a statement of the specific reasons for the protest and supporting exhibits. The Purchasing Specialist will respond to the written protest within seven (7) days. The Purchasing Specialist's decision relative to the protest shall be final.

Upon receipt of a protest the City may, but is not required to, delay its order under the awarded contract.

## **ARTICLE 2**

### **SPECIAL CONDITIONS SUPPLIES**

Periodic deliveries will be made only upon authorization of the Purchasing Office and shall be made if, as, and when required and ordered by the City at such intervals as directed by said Purchasing Office.

Deliveries shall be to the location identified in each order within the City of Aztec.

The quantities shown on the bid are estimated quantities only. The City of Aztec reserves the right to purchase more than or less than the quantities shown. In any event, the unit bid prices shall govern.

The contract will be awarded at the prices bid for a period of time set forth in the Bid Schedule.

Bidder warrants that all deliveries made under the Contract will be of the type and quality specified; and the City's Purchasing Agent may reject and/or refuse any delivery which falls below the quality specified in the specifications. The City shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded.

All manufacturers' warranties shall insure to the benefit of the City, and replacement of defective materials shall be made promptly upon request.

Failure by the Contractor to make reasonable delivery as and when requested shall entitle the Purchasing Agent to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Contract for amounts, if any, paid by the City over and above the bid price.

All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the City, free and clear of any materialman's, supplier's or other liens.

Regardless of the award of a Contract hereunder, the City retains the right to purchase the same or similar materials or items from other sources should it be determined that doing so would be in the City's best interest, based on cost and quality considerations; however, in such event, the Contractor will be given the first option of meeting or rejecting the proposed alternate source's lower price or higher quality.

Acceptance by the City of any delivery shall not relieve the Contractor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specification the waiving the City's right to request replacement of defective material.

## **ARTICLE 3**

### **SPECIAL CONDITIONS EQUIPMENT**

Equipment other than current year models will not be considered as responsive to the Specifications. It is the intention of the City to purchase based on the Specifications, a standard production model. In addition to the equipment set out in the Specifications, the units shall include all equipment set out in the manufacturer's literature as standard equipment. They shall include all exterior moldings, name plates, medallions, series identifications, and chrome of every description that is usual for standard stock models of this series.

Compliance with or variations from the specifications must be noted as to each item on Specification Sheet. This requirement must be met even though the Purchasing Office may alter the specifications in the form of an addendum to accommodate variance. A request for a change in the specifications to accommodate a variation must be called to the



attention of the Purchasing Office at least 72 hours before the bid opening date.

All requests for such changes will be considered and the merits weighed. Only those changes in specifications deemed to be in the best interest of the City will be made. In the event of a change in specifications, an addendum will be supplied to bidders.

The unit shall be completely assembled, lubricated, adjusted, with all equipment including standard and extra equipment installed and the unit made ready for operation.

Bidders must fill in all information asked for in the blanks provide under each item and/or submit documentation as directed. Failure to completely describe the equipment may result in rejection of the Bid. The City reserves the right to evaluate variations from the specifications and its judgment in such matters shall be conclusive.

The Bidder shall attach hereto, as part of this Bid, regularly printed literature published by the factory, which sets forth and describes the equipment he proposes to furnish.

Manufacturer's standard warranty for part and labor must be included in this Bid.

For bids on more than one unit of equipment, the City reserves the right to make multiple purchases from more than one bidder if it deems such action to be in its best interest.

#### **ARTICLE 4**

#### **SPECIAL CONDITIONS VEHICLES**

Vehicles other than current year models will not be considered as responsive to the specification. It is the intention of the City to purchase based on the specification, a standard production model. In addition to the equipment set out in the specifications, the units shall include all equipment set out in the manufacturer's literature as standard equipment. They shall include all exterior molding, name plates, medallions, series identifications, and chrome of every description that is usual for standard stock models of this series.

Compliance with or variations from the specifications must be noted as to each item on the Specification Sheet. This requirement must be met even though

Purchasing may alter the specifications in the form of an addendum to accommodate variance. A request for a change in the specifications to accommodate a variation must be called to the attention of the Purchasing Department at least 72 hours before the bid opening date.

All requests for such changes will be considered and the merits weighted. Only those changes in specifications deemed to be in the best interest of the City will be made. In the event of a change in specifications, an addendum will be supplied to bidders.

The units shall be completely assembled, lubricated, adjusted, with all equipment installed and the units made ready for continuous operation with a minimum of five (5) gallons of fuel.

The successful Bidder shall furnish a Manufacturer's Statement of Origin and owner's manual with delivery of each unit.

For bids on more than one unit of equipment, the City reserves the right to make multiple purchases from more than one Bidder if it deems such action to be in its best interest.

All equipment covered by this Bid shall be delivered from point of assembly to the City Aztec area by railway freight or conveyed by truck. Exceptions to this must be received by the Purchasing Office in writing in this Bid form.

#### **ARTICLE 5**

#### **SPECIFICATIONS**

Specifications are based upon design and performance criteria which have been developed by the City of Aztec as a result of extensive research and careful analysis of the data. Subsequently, these specifications reflect the only type of equipment, material(s) or supplies that is /are acceptable at this time. Therefore, exceptions may be accepted if they are minor, equal or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The exceptions shall refer to the specifications page and paragraph number. The Purchaser shall determine which (if any) exceptions are acceptable and this determination shall be final.

#### **ARTICLE 6**

**INSURANCE REQUIREMENTS  
(CONSTRUCTION OR INSTALLATION ONLY)**

Contractor shall carry and maintain insurance in the following amounts:

**General Liability** - \$1,000,000 CSL (Combined Single Limits)

**Auto Liability** - \$1,000,000 CSL (Combined Single Limits)

**Workers Compensation** – Statutory limits pursuant to the New Mexico Workers Compensation Act.

The certificate shall specifically provide that the coverage afforded under the policy or policies will not be canceled or be materially changed until prior written notice has been given to the City. **The Contractor shall furnish a certificate of insurance showing that the City is additionally insured prior to commencing work.**

**Proposal** - The offer of a Bidder, on the prescribed form, to provide the material/items or perform the Work at the prices on the Bid Schedule.

**State** - The State of New Mexico.

**ARTICLE 7**

**DEFINITIONS**

**Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the material/items to be procured or the Work to be performed.

**Bidder** - Any person, firm, or corporation submitting a Bid for the material/items or Work.

**Calendar Day** - A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

**City** - The City of Aztec, New Mexico.

**Contract Price** - The total monies payable to Bidder or the price established for each of the payment items listed in the Bid Schedule as the context indicates.

**Dispute** - Lack of agreement between any parties that have any obligations, duties or responsibilities under the terms of the Bid.

# RESIDENT VETERAN'S PREFERENCE CERTIFICATION

## Resident Veterans Preference Certification

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

**Please check one box only**

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

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

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

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

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

\_\_\_\_\_  
(Signature of Business Representative)\*      (Date)

\*Must be an authorized signatory for the Business.

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

**BID SUBMITTAL**

**2017-596 N Main Lighting Poles and Fixtures**

\_\_\_\_\_  
COMPANY NAME / MAILING ADDRESS / CITY / STATE / ZIP (please print)

\_\_\_\_\_  
CONTACT PERSON (please print)

\_\_\_\_\_  
EMAIL

\_\_\_\_\_  
TELEPHONE

**IMPORTANT - BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE BID NUMBER AND OPENING DATE CLEARLY INDICATED ON THE FRONT OF THE ENVELOPE. EMAILED OR FAXED BIDS WILL NOT BE ACCEPTED. SUBMITTING A "NO BID" IS NOT REQUIRED TO BE KEPT ON THE CITY'S BIDDERS LIST.**

Sealed bids will be received until the **November 10, 2016, 2:00 P.M. MST** and then opened at the **City of Aztec Commission Room** and read aloud. This bid is subject to the Purchase Order Terms and Conditions, Bidding Requirements and Specifications. This is an informal bid process, award of bid will made by Purchasing Office, subject to the approval of the City Manager.

**In-State Preference will be applied only to those in-state certified businesses that have completed the following:**

Bidder has received certification from the State of New Mexico for Resident Business Certification. Bidder has been issued Certification # \_\_\_\_\_ and is therefore eligible for the 5% preference. In-state certification approval is required at the time of the proposal opening to be eligible for in-state preference.

**Resident Veterans Preference will be applied only to those bidders who have completed the following along with the Resident Veterans Preference Certification form included in this RFP:**

Bidder has received certification from the State of New Mexico for Resident Veterans Preference. Offeror has been issued Certification # \_\_\_\_\_. Bidder must include their State of New Mexico certificate with their proposal. Resident veterans preference certification approval is required at the time of the proposal opening to be eligible for resident veterans preference.

Payment Terms: \_\_\_\_\_% \_\_\_\_\_ Days; Net 30 Days After Receipt of Invoice  
(Discount Not Considered in computing low bid).

Federal Tax Identification Number: \_\_\_\_\_

Bidder must check the appropriate box below:

If applicable, BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S):

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**BIDDER'S CERTIFICATION**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

E. **Financial Interest:** All Bidders must notify the City's Purchasing Officer if any employee(s) of the City of Aztec have a financial interest in the bidder: Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please identify the employee(s) by name: \_\_\_\_\_

**To be a valid proposal, Bidder must sign here:**

\_\_\_\_\_ **Title** \_\_\_\_\_

**BASIS OF BID**

**2017-596 N MAIN LIGHTING POLES AND FIXTURES**

TO: City of Aztec, New Mexico  
 Attn: Purchasing Office  
 201 West Chaco  
 Aztec, New Mexico 87410

The undersigned hereby proposes to provide all equipment and service for the City of Aztec – 2017-596 N MAIN LIGHTING POLES AND FIXTURES as per the bid specifications. Advertisement inviting bids dated October 23, 2016. **All items must be received by May 1, 2017. Product submittals to be included with bid form.**

Brand name specification: Pursuant to NMSA 13-1-165, Brand-name specification use; the City of Aztec Electric Department and Finance Department have made the determination that only the brand-name identified in this bid will satisfy the needs of the City. The specified models have been selected to match existing lighting throughout the City. The style and model has been pre-approved by the City.

Item #	Item	Unit of Issue	Qty	Delivery Time	Unit Price	Total Bid
<b>Delivery: FOB City of Aztec Electric Operations Center – 402 S Lightplant Rd, Aztec NM, 87410</b>						
1	Valmont 30' Dec Pole w/ Double Arm Valmont FL210 900E300-FP-HH-AB-FST-TWIN No substitutions	Each	10			
2	Ventus LED Fixture CPL VTS-C10-LED-EU-T3A-BK-LCF4 No substitutions	Each	20			
3	Breakaway Support System, set of 4 MID3 SPM4125 Transpo No substitutions	Each	10			

\_\_\_\_\_  
SIGNATURE OF BIDDER

(SEAL) If Bid is by a Corporation

\_\_\_\_\_  
Printed Name of Bidder

Attest: \_\_\_\_\_

\_\_\_\_\_  
Title

Title: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email

## **BID SPECIFICATIONS**

The City of Aztec seeks to purchase:

Ten (10) *Valmont* light poles, Valmount FL210 900E3300-FP-HH-AB-FST-TWIN  
Twenty (20) Ventus LED light fixtures, CPL VTS-C10-LED-EU- T3A-BK-LCF4  
Ten (10) Breakaway Support System Set of 4, MID3 SPM4125 Transpo

All material bid must meet the requested models and specifications. No substitutions will be considered.

Product submittals must be included with bid form.

Brand Name Specification:

Pursuant to NMSA13-1-165, Brand-name specification; use, the City of Aztec Electric Department and Purchasing Department has made the determination that only the brand-name item identified in this bid will satisfy the needs of the City.

The specified models have been selected to match existing lighting throughout the City. The style and model has been pre-approved by the City.

If any bidder is of the opinion that the specifications as written preclude him/her from submitting a proposal that will adequately satisfy the needs of the City, it is requested that the opinion be sent to the City of Aztec Purchasing Department in writing at least seven (7) business days prior to the bid opening date. The written opinion should identify the specifications with a full explanation of why the specifications preclude the bidder from submitting a proposal.