



CITY OF AZTEC  
 REQUEST FOR QUOTATION  
 RFQ # **2024-846, Fencing Material**  
**THIS IS NOT AN ORDER**

|                                |                   |                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                  |
|--------------------------------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DATE:</b>                   | January 23, 2024  | <b>SUBMIT QUOTES TO:</b><br><br><b>CITY OF AZTEC</b><br><b>Attn: Ed Kotyk</b><br><b>201 W. Chaco, Aztec, NM 87410</b><br><br><b>EMAIL: <a href="mailto:ekotyk@aztecnm.gov">ekotyk@aztecnm.gov</a></b><br><br><b>PHONE: (505) 334-7656</b><br><b>FAX: (505) 334-7649</b><br><br>Quotes may be submitted via fax, email,<br>or uploaded to VendorRegistry.com. | <b>QUESTIONS MAY BE DIRECTED TO:</b><br><br><b>Ed Kotyk</b><br><b>505-334-7689</b><br><a href="mailto:ekotyk@aztecnm.gov">ekotyk@aztecnm.gov</a> |
| <b>DUE DATE:</b>               | February 1, 2024  |                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                  |
| <b>TIME:</b>                   | 10:00 am          |                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                  |
| <b>Quotes Good to Date:</b>    | March 1, 2024     |                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                  |
| <b>Expected to Award Date:</b> | February 15, 2024 |                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                  |

**NAME OF COMPANY SUBMITTING QUOTE:** \_\_\_\_\_

| PAYMENT TERMS                                                       | DELIVERY/ SERVICE ADDRESS                         |
|---------------------------------------------------------------------|---------------------------------------------------|
| NET 30 DAYS AFTER RECEIPT OF INVOICE<br>UNLESS DISCOUNT IS OFFERED. | 201 Navajo Dam Road (Hwy 173)<br>Aztec NM 87410   |
| DISCOUNT OFFERED FOR EARLY PAYMENT:<br>_____ % _____ DAYS           | FOB DESTINATION – FREIGHT COSTS:                  |
|                                                                     | Include all freight in quote.<br>FOB Destination. |

**NOTES TO BIDDERS:**    **Include freight/delivery charge if applicable.**  
**Itemized quote required. Pricing may be submitted on this form or attached to this form.**  
**This form must be submitted and signed on page 2.**

**Brand Name or Equivalent:** Any manufacture name listed is for the purpose of describing the standard of quality, performance, and characteristics desired. Equivalents exhibiting the same standard of design, function, quality and performance will be considered. Include complete specifications if quoting an equal substitute.

| ITEM # | DESCRIPTION                                                                                            | QTY   | UNIT | PRICE PER UNIT | EXTENDED PRICE | DELIVERY TIME AFTER ORDER |
|--------|--------------------------------------------------------------------------------------------------------|-------|------|----------------|----------------|---------------------------|
| 1      | 2-3/8" O.D. X 5' Galvanized Post With 2 Ea 1/2" Holes Drilled for Cable at 3" and 15" from top of post | 310   | ea   |                |                |                           |
| 2      | Galvanized Cable                                                                                       | 6,200 | ft   |                |                |                           |
| 3      | Cable Clamps                                                                                           | 50    | ea   |                |                |                           |

| ITEM #                                                                                | DESCRIPTION                                                                                                                                                                                                                                   | QTY | UNIT | PRICE PER UNIT | EXTENDED PRICE | DELIVERY TIME AFTER ORDER |
|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|----------------|----------------|---------------------------|
| 5                                                                                     | Shipping costs shall be included in quote.<br>CHECK ONE:<br><input type="checkbox"/> Freight <b>IS</b> included in pricing above.<br><input type="checkbox"/> Freight is <b>NOT</b> including in pricing above. List separately on this line: | 1   | EA   |                |                |                           |
| (enter additional information or attach specs as needed – or attach additional pages) |                                                                                                                                                                                                                                               |     |      |                |                |                           |

Total:

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|                                                    |  |
|----------------------------------------------------|--|
| DATE OF QUOTE                                      |  |
| SUBMITTED BY (Printed Name)                        |  |
| SIGNATURE<br>(Bidder must sign to validate offer.) |  |
| COMPANY NAME                                       |  |
| ADDRESS                                            |  |
| TELEPHONE                                          |  |
| EMAIL ADDRESS                                      |  |
| FED TAX ID NUMBER                                  |  |
| NM CRS ID NUMBER                                   |  |

- CONTRACT DOCUMENTS:** The contract documents shall consist of the Bid/RFQ Documents, any Addenda issued prior to Due Date, the quote, the Purchase Order and any separate written agreement agreed to by the parties. This RFQ is subject to the Purchase Order Terms and Conditions and RFQ Requirements and Specifications.
- INTERPRETATION OF CONTRACT DOCUMENTS:** If a potential Bidder is uncertain as to the meaning of any part of the specifications or this RFQ, the bidder is expected to contact the Purchasing Agent no less than four (4) days prior to Due Date.
- EXAMINATION:** Bidders shall carefully examine the Contract documents and the maintenance sites to obtain first-hand knowledge of existing conditions. Bidders will not be given extra payment for conditions, which can be determined by examining the site and contract documents. It is mutually agreed that the Bidder has made the examinations, investigations and test required herein and has made provisions as to the cost in his bid/quote.
- DELIVERY:** Quote shall be FOB Destination and must indicate normal lead time and/or best delivery date on the items listed. Shipping costs shall be included in quote. New Mexico laws prohibit acceptance of ownership of goods in transit.
- DELIVERY/ WORK COMPLETION DATE:** Time of proposed delivery of completion of work must be stated in definite terms. The City reserves the right to cancel all items not

shipped or work not completed within the period agreed to by the vendor. In case of default of the successful bidder, the City may procure the items from other sources and hold the bidder responsible for any excess cost occasioned thereby.

6. PREPARATION OF BIDS: Bidders are not required to provide quotes for every item listed. The City may award separate items to separate bidders or all to one bidder, depending upon availability and/or pricing of each item.
7. SUBMITTALS: This RFQ and any required documents must be received by the Department indicated on the RFQ by the date and time indicated. Bids/Quotes may be submitted via email, fax, USPS (or VendorRegistry.com if published there).
8. AWARD: The City reserves the right to award to multiple vendors as determined to be in the City's best interest. Award will be made to the most responsive, responsible and qualified vendor with the bid most closely conforming to the solicitation, whose selection will be most advantageous to the City. In determining responsiveness, responsibility and qualifications, the following will be considered by the City: A.) The bid which offers all specifications requested and has the least overall cost to the City of Aztec. B.) Bidder's experience and references. Upon request, the bidder shall supply the City with references, a general history, description, and status of their company and/ or qualifications.
9. NOTICE OF AWARD: Award notification will be sent to the vendor receiving the award via mail and/or email. Award status can be obtained by contacting the City Purchasing Office at (505) 334-7656.
10. MATERIALS: All supplies, materials, and components quoted shall be new unless indicated otherwise. Any quotes submitted for used or reconditioned supplies or components will be considered non-responsive. All goods shall be delivered completely serviced and ready for use.
11. CORRECTION OF WORK AFTER FINAL PAYMENT: Final payment shall not relieve the vendor of responsibility for faulty materials or workmanship and the vendor shall promptly remedy any defects due thereto.
12. PERFORMANCE OF CONTRACT: The vendor shall comply with all laws, ordinances, rules regulations and specifications that have a bearing on this contract.
13. OPERATIONAL INSTRUCTION: The bidder shall supply with their bid the latest printed specifications and advertising literature on the unit (s) they propose to furnish.
14. ALTERNATE/ EQUIVALENT BIDS: Unless otherwise stated, any manufacture or brand names listed for the purpose of describing the standard of quality, performance, and

characteristics desired. Equivalents exhibiting the same standard of design, function, quality and performance will be considered. Include complete specifications if quoting a substitute.

Bidders submitting alternate items, of equal specifications, may be requested to demonstrate suitability or provide product samples of the item they intend to supply for testing. The City Purchasing Agent shall be the sole judge to determine whether the alternate item is actually equal to the item identified in the specifications and the Purchasing Agent's decision will be final and binding.

The City recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the City. Alternates will be compared to the lowest responsive, responsible bid as specified.

15. QUOTE EXPIRATION: Unless otherwise indicated, quotes must be valid for a minimum of 30 days.
16. CONTAINER DEPOSITS: The City shall not be charged for container deposits. Seller shall be required to remove empty containers.
17. NON-TAXABLE TRANSACTIONS: Tangible personal property items (parts, supplies) are non-taxable to the City. A non-taxable certificate, if not previously issued, will be issued to successful bidders upon request.
18. TAXABLE TRANSACTIONS (such as labor): Pursuant to Section 13-1-108 NMSA 1978, the total amount of the bid shall exclude the applicable state gross receipts tax or applicable local option tax. The City will pay for any taxes due on the Contract and will pay any increase in applicable tax which become effective after the date the Contract is entered into.  
  
Taxes shall be shown as a separate amount in each billing or request for payment made under contract and shall separately identify each tax being billed.
19. CORRESPONDENCES: The RFQ Number shall appear on all quotations and related correspondence.
20. DELIVERY/ COMPLETION DATE: Time of proposed delivery of completion of work must be stated in definite terms. Time is of the essence in the placing of this order and the City of Aztec reserves the right to cancel all items not shipped or work not completed within the period agreed to by the vendor. In case of default of the successful bidder, City of Aztec may procure the items from other sources and hold the bidder responsible for any excess cost occasioned thereby.
21. WARRANTIES: The Bidder shall warrant and guarantee all workmanship performed by the Bidder and materials

supplied by the Bidder for a minimum period of one (1) year from purchase date, unless otherwise specified in the specifications.

22. **DEFAULT:** In event of default by the contractor, the City reserves the right to procure the commodities and/or services from other sources, and hold the contractor liable for any excess cost occasioned thereby.
23. **FIRM PRICING:** Bid price shall remain firm for the entire contract period. The City reserves the right to accept any bid, in whole or in part, and to reject any or all bids if it is deemed in the best interest of the City to do so. The City reserves the right to waive any formality or informality in the process of awarding this bid.
24. **CANCELLATION:** The City may cancel the contract with the vendor at any time for vendor poor performance or vendor breach of contract. Cancellation shall not release the vendor from legal remedies available to the City.
25. **PAYMENT:** Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing.
26. **PROTESTS:** 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.

27. **ERRORS & OMISSIONS:** The City is not responsible for errors and omissions occurring in the transmission or download of any documents or specifications. In the event of any discrepancy between website information and the hard copy documents, the terms of the hard copy will control.
28. **RESERVATION OF RIGHTS:** The City reserves the right to reject any or all bids failing to meet the City's specifications or requirements and to waive technicalities. If in the City's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the City. In determining the

lowest responsible bidder, the City shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the City and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the RFQ will result in the disqualification of the bid from further consideration.

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

Submission of a bid/quote confers no rights on the Bidder/ 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.

29. **TERMINATION, CANCELLATION AND DAMAGES:** This contract may be terminated upon mutual agreement of both parties.

If the City terminates this Contract because of the supplier/contractor's breach, the City shall have the right to purchase items or services elsewhere and to charge the supplier/contractor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The City may offset these additional costs against any sums otherwise due to the supplier/contractor under this bid or any unrelated contract.

30. **TRANSFER OF OWNERSHIP OR ASSIGNMENT:** The terms and conditions of this contract shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments the City must be notified and approve same in writing.
31. **VENUE:** By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in City of Aztec, New Mexico and that New Mexico law will control.
32. **COOPERATIVE USE AGREEMENT:** Use of Contract by Other Agencies: Pursuant to Section 13-1-129, NMSA 1978, Bidders /Contractors /Offerors are hereby notified that any central purchasing office allowed by law and as otherwise allowed by their respective governing rules and regulations, may

contract for the goods and/or services included in this procurement document with the awarded Bidder /Contractor /Offeror. Contractual engagements accomplished under this provision shall be solely between the Bidder /Contractor /Offeror and the contracting entity with no obligation by the City of Aztec.

33. BRIBERY: By law (Section 13-1-191, NMSA, 1978) the City is required to inform Vendors of the following: (1) it is a third-degree felony under NM law to commit the offense of bribery of a public officer or public employee (Section 30-24-1); (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); (3) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1); (4) it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2).
19. CONFLICT OF INTEREST: Bidder warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service under this contract. Bidder must notify the

City's Chief Procurement Officer if any employee(s) of the requesting department or the Purchasing Office have a financial interest in the Bidder. If yes, the Bidder must specify the employee(s) name in their proposal.

20. DEBARMENT, SUSPENSION, AND INELIGIBILITY: By submitting a response (RFQ/Bid/Offer) to this solicitation, the business (Bidder /Offeror /Contractor) represents and warrants that it is not debarred, suspended, or placed in ineligibility under the provisions of Federal Executive Order 12549.
34. RENEWAL & EXTENSION: This contract will not be subject to renewal or extension.
35. SUBCONTRACTORS: No Subcontractors will be allowed.
36. WITHDRAWAL OF BIDS: Any bid/quote may be withdrawn prior to the Due Date or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered.
37. NEW VENDORS: New vendors are required to complete a Vendor Packet prior to issuance of the purchase order.