



ITB # 2023 – 001

WATER AND SEWER LINE REPLACEMENT PROJECT

BID DUE DATE/TIME/PLACE:

Bids are due January 25, 2024
1:00 PM MST
915 North 1st Street
Bloomfield, NM 87413

BID OPENING DATE/TIME/PLACE:

Bids will be opened January 25, 2024
1:30 PM MST
915 North 1st Street
Bloomfield, NM 87413

If you have questions regarding this ITB, please contact:
Chief Procurement Officer: **Dustie Sheets**
Telephone: **505-333-7820**
Email: dsheets@bloomfieldnm.gov

NOTICE OF INVITATION TO BID
ITB # 2023-001
City Of Bloomfield, NM
Water and Sewer Line Replacement Project

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Notice of Invitation to BID

The City of Bloomfield, NM is requesting formal, price-based competitive sealed bids from qualified vendors for the purpose of establishing a contract for goods delivered. The awarded contract will be available for use by the City of Bloomfield, NM.

Bids will be accepted until January 25, 2024, until 1:00 PM MST at the City of Bloomfield. All bids are required to be submitted in person or via US Postal Services.

- In person submissions:
Dustie Sheets, CPO
915 North First Street
Bloomfield, NM 87413
- Or
- US Postal Service:
City of Bloomfield
Attn: Dustie Sheets, CPO
PO Box 1839
Bloomfield, NM 87413

Bids will be dated and time stamped upon receipt by a Procurement Officer and at least one witness.

LATE BIDS WILL NOT BE ACCEPTED

It is the responsibility of the bidders to monitor the website <https://www.bloomfieldnm.gov> for notifications of changes and addenda related to this solicitation.

Chief Procurement Officer

The Chief Procurement Officer (CPO) is responsible for this procurement, whose name and contact information is listed below. Any inquiries or requests regarding this procurement shall be submitted to the CPO in writing. Bidders may contact ONLY the CPO regarding this procurement. Other City of Bloomfield employees do not have the authority to respond. Contacting any other City employee, department head or manager regarding this ITB may result in disqualification of the bid.

Dustie Sheets, CPO
City of Bloomfield
915 N. First Street
Bloomfield, NM 87413
Telephone Number: 505-333-7820
dsheets@bloomfieldnm.gov

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Invitation to Bid

In acknowledgement of receipt of this ITB, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with the parts bid sheet. The acknowledgement of receipt **MUST** be signed and returned to the CPO no later than 5:00 PM MST on January 4, 2024.

Only potential bidders, who elect to return this form completed with the indicated intention of submitting a sealed bid, will receive copies of all bidders written questions and the City's written responses to those questions as well as ITB's amendments, if any are issued.

The Bidder accepts all terms and conditions of the Invitation for Bids (unless noted in writing on applicable BID FORM).

In submitting this Bid, the Bidder represents, as more fully set forth in Agreement, that:

1. The Bidder has examined all bidding documents and acknowledges any applicable addenda.
2. The Bidder has familiarized themselves with the nature and extent of all requirements.
3. The Bidder has given the CPO written notice of any conflicts, errors, or discrepancies that he has discovered in the bidding documents, and the written resolution thereof by the CPO is acceptable to the Bidder.
4. The bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; the Bidder has not directly or indirectly induced or solicited any Bidder to submit false information; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; the Bidder has not sought by collusion to obtain for themselves any advantage over any other Bidder.
5. Bidder understands that acceptance and formal award of this bid, along with the placement of order(s) related to this bid, constitutes a complete and binding contract for items and services as specified.
6. The Bidder certifies by signing and submitting a bid, to the best of his or her knowledge and belief, that all information is correct and accurate.

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Acknowledgement of Receipt Form

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

The name and address will be used for all correspondence related to the ITB.

Firm does/does not (circle one) intend to respond to ITB 2023-001.

Return to:
Dustie Sheets, CPO
City of Bloomfield
915 N. First Street
Bloomfield, NM 87413
Telephone Number: 505-333-7820
dsheets@bloomfieldnm.gov

Faxed or emailed **BID** responses **WILL NOT** be accepted.

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Conflict of Interest Statement

Bidder represents and warrants the following:

1. No Current or Prior Conflict of Interest. The bidder has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients or customers, that would conflict in any manner or degree with the performance of its obligations as specified and set forth in this ITB or any contract entered into pursuant to award under this ITB.
2. Notice of Potential Conflict. If any such actual or potential conflict of interest arises, bidder shall immediately inform City of Bloomfield in writing of such conflict.
3. Termination for Material Conflict. If, in the reasonable judgment of the City of Bloomfield, such conflict poses a material conflict to and with the performance of the bidder's obligations, then the city may terminate the contract immediately upon written notice to the bidder; such termination of contract shall be effective upon the receipt of such notice by bidder.
4. If the bidder is a former employee of the City of Bloomfield New Mexico, state the date of separation/retirement here:

_____ (write N/A if not applicable).

5. If the bidder is a current employee of the City of Bloomfield, New Mexico, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee with the City, state employee name and position held here:

_____ (write N/A if not applicable).

Signature

Date

Printed Name and Title

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Definition of Terminology

“Addendum” (plural “Addenda”) - Written changes, responses to questions and/or drawings issued before the closing date and time for an ITB. An addendum may interpret or modify the solicitation documents by making additions, deletions, clarifications, or corrections.

“Amendment of Bid” – A submitted bid can be amended *up to the time of submission* by submitting a request to the CPO indicated in this solicitation.

“Bidder”- Is any person or entity who chooses to submit a bid.

“Buyer”- Refers to the City of Bloomfield, NM as an entity.

“Chief Procurement Officer” or “CPO”- Means a state certified employee of the City of Bloomfield who is responsible for the control of procurement for the City of Bloomfield and who has the ultimate authority over all procurement of items, tangible personal property, services or construction for the City, its members, and participating entities.

“Clarification”- As used in this solicitation, clarification means communication with a bidder for the sole purpose of eliminating minor irregularities, informalities, or clerical mistakes in the bid. It is achieved by explanation or substantiation, either in response to an inquiry by the City, or as initiated by the bidder. Clarification does not give the bidder an opportunity to revise or modify their bid, except to the extent that correction of apparent clerical mistakes results in a revision.

“Close of Business”- Means 5:30pm Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

“Contract” or “Agreement”- Means a written agreement for the procurement of items of tangible personal property or services.

“Contractor”- Means a successful bidder who enters into a binding contract.

“Delivery Date” – Means the date all goods contained in the ITB will be delivered to the City of Bloomfield. The delivery date for this ITB is no later than June 30, 2024.

“Determination”- Means the written documentation of a decision of the procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable”- Refers to the terms "may", "can", "should", "preferably" or "prefers," which identify a discretionary item or factor. (As opposed to a “mandatory” item or factor).

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“F.O.B. Destination” - Means goods are to be delivered to the destination designated by the user, which is the point at which the user accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause a bid to be declared nonresponsive.

“Invitation to Bid” (ITB) - Refers to a procurement solicitation document on which bids shall be based and submitted pursuant to a contract.

“Mandatory” - Refers to the terms "must", "shall", "will", "is required" or "are required," which identify a required item or factor. (As opposed to a “desirable” item or factor.) Failure to meet a mandatory item or factor will result in rejection of the bid.

“Page” - Means one (1) side of an 8 ½ X 11-inch sheet of paper. One (1) 8 ½ X 11-inch sheet of paper printed on both sides constitutes two (2) pages.

“Procuring agency”- Means the City of Bloomfield participating entity that is requesting the procurement of services or items of tangible personal property or who will be utilizing this contract to purchase such.

“Purchase Order” or “PO” - Means the document that directs a contractor to deliver items of tangible personal property or services pursuant to an existing, valid contract.

“Regular Working Hours and After Hours” - Regular working hours are defined as Monday through Thursday 7:00 am through 5:30 PM local time. After hours are defined as hours outside of regular working hours.

“Responsible Bidder” - Means a bidder who submits a responsive bid and who has furnished required information and data to prove that their resources, production, service facilities, personnel, service reputation and/or experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this solicitation.

“Responsive Bid” - Means a bid that conforms in all material respects to the requirements set forth in the Invitation to Bid. Material respects of an invitation to bid include, but are not limited to, price, quality, quantity, and delivery requirements.

“Statement of Compliance” and “Statement of Concurrence” - Mean an express, affirmative written or signed statement by the bidder through which they agree with or agree to the stated requirement(s). Possible examples of acceptable responses include: “The [NAME HERE] Company agrees to comply with this requirement.” OR “The [NAME HERE] Company concurs with this requirement.” OR “The [NAME HERE] Company agrees to perform as required.”

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General Conditions
(Unless otherwise specified)

1. Bid tabulations will be made available within two (2) weeks after the bid opening date.
2. Failure of the Bidder to fully complete bidding documents, in accordance with all instructions provided, will be cause for rejection of said bid.
3. Brand names and numbers are for reference only; equivalents will be considered. If bidding "equivalent," bidders must be prepared to furnish "complete data" upon request, preferably with bid, to avoid delay in award.
4. Specifications on the bid are not to exclude any bidder or manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized ONLY if required to match existing equipment.
5. If any Bidder is of the opinion that the specifications as written preclude him from submitting a bid on this ITB, it is requested that his/her opinion be made known to the CPO listed in this ITB in writing, at least seven (7) days prior to the bid opening date.
6. Any cost incurred by the bidder in preparation, transmittal, presentation of any bid or material in response to this ITB shall be borne solely by the bidder.
7. Bidders must, upon request by the City of Bloomfield provide information and date to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory deliveries of materials and/or services no later than June 30, 2024. The City of Bloomfield, its employees, and participating entities, reserve the right to require a Bidder to furnish a Performance Bond prior to the award. If the Bidder is unable to supply the required information, or for other reasons which would ensure proper performance by the Bidder the bid would be considered to be in noncompliance, therefore rejected.
8. Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the City of Bloomfield, its employees, and participating entities. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

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9. Determination of Lowest Bidder – Following determination of acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the City of Bloomfield in accordance with the specifications and term and conditions set forth in the Invitation to Bid. The City reserves the right to award this Invitation to Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, best serves the City's interests, its employees and participating entities.
10. The City of Bloomfield reserves the right to accept and/or reject any, and all bids, to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the City, its employees, and participating entities.
11. To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by the Bidder prior to the scheduled bid opening; failure to do so will be cause for rejection of bid.
12. Bids may be withdrawn prior to scheduled bid opening for the purpose of making any corrections. Any corrections made by mark out shall be properly identified and signed or initial by the Bidder. Resubmittal must be prior to scheduled bid opening for consideration.
13. After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the City of Bloomfield.
14. If you are an individual with a disability and you require accommodation, such as a hearing interpreter to attend our bid opening, please contact the CPO listed in this ITB at least five (5) working days prior to the scheduled bid opening.
15. When a Chief Procurement Officer or their designee issues a purchase document in response to an awarded bid, a binding contract is created.
16. No variation in the quantity of any item called for in an order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in the order.

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17. Assignment:

- A. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Contractor or as expressly authorized in writing by a Chief Procurement Officer or their designee. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under any order placed pursuant to this price agreement.
- B. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

18. Any agency furnished property used in performance of services shall be returned to the agency, upon completion of work or request, in the same condition as received, except for ordinary wear, tear and modifications ordered hereunder.

19. Prompt payment discounts will not be considered in computing the low bid.

20. Final inspection and acceptance of goods will be made at the destination. Supplies or services rejected at the destination for nonconformance with specifications shall be removed or corrected at the Contractor's risk and expense, promptly after notice of rejection.

21. Inspection of plant or records: The City of Bloomfield or a City representative or participating entity which is considering or has issued a purchase document/order pursuant to this solicitation and any related awarded price agreement contract, may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, or records, which are related to the performance of this contract.

22. Commercial Warranty: The Contractor agrees that the supplies or services furnished under any order placed under this contract/price agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies. The rights and remedies provided herein shall extend to City employees and participating entities and are in addition to, and do not limit, any rights afforded to the City, its employees, and participating entities by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

23. The unit price shall exclude all gross receipts taxes.

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24. Packing, Shipping, and Invoicing:

- A. The City of Bloomfield purchasing document number and the Contractor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with any shipments. The end user's count will be accepted by the Contractor as final and conclusive on any shipments not accompanied by a packing ticket.
- B. The Contractor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies, quantities, unit price and extended totals.
- C. Separate invoices shall be rendered for each and every completed shipment or job.
- D. All invoices for work or products under this contract must be submitted to the City of Bloomfield Accounts Payable office at ap@bloomfieldnm.gov. Failure to submit as required will result in delayed payment.

25. Prime Contractor Responsibility: Any contract that may result from this ITB shall specify that the prime contractor is solely responsible for fulfillment of the contract no later than June 30, 2024. The City of Bloomfield will only make contract payments to the prime contractor.

26. Default: The City of Bloomfield, its employees, and participating entities, reserve the right to cancel all or any part of an order without cost to the City or the ordering entity, if the Contractor fails to meet the provisions of the order and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the ordering entity due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond their control and without the fault or negligence of the Contractor, such causes include but are not limited to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City determines that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The rights of the City, its employees and participating entities provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

27. Non-Collusion: In signing this bid the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this bid submitted to the City of Bloomfield, New Mexico.

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28. Contractor's doing business with the City of Bloomfield, New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
29. The Procurement Code: Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
30. All bid items are to be NEW and of most current production, unless otherwise specified.
31. Payment for Purchases: Except as otherwise agreed to, late payment charges may be assessed against the procuring agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978 of the procurement code.
32. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City or the contracting agency.
33. Bidder Qualifications: The City of Bloomfield may make investigations as necessary to determine the ability of the Bidder to adhere to the requirements specified within this ITB. The City will reject the bid of any Bidder who is not a responsible Bidder or fails to submit a responsive Bid as defined in Sections 13-1-83 and 13-1-85 NMSA 1978. Bidders must, upon request, provide information and data to prove that the financial resources, production or service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services.
34. Contractor Personnel: Any personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

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35. Subcontracting: The Bidder shall not subcontract any portion of the contract without the prior written approval of the procuring agency. No such subcontracting shall relieve the Bidder from its obligations and liabilities under this contract, nor shall any subcontracting obligate payment from the City of Bloomfield.
36. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, NM ACES or their respective auditors. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not affect the right of the Agency to recover excessive or illegal payments.
37. Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.
38. In-state business preference (including resident business, resident veteran business, Native American resident business, Native American resident veteran business, and resident veteran business) bidding advantage will NOT be applied to this ITB.
39. Right to Waive Minor Irregularities: Matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other Bidders when there is no effect on price, quality or quantity may be considered irregularities. The CPO may waive such irregularities if it is in the best interest of the City.
40. This procurement and any agreement with Bidders that may result from this ITB shall be governed by the laws of the State of New Mexico.
41. Notice of Penalties: The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes also impose felony penalties for bribes, gratuities, and kickbacks.

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Special Conditions

1. **Delivery Requirements:** The fulfillment of this ITB will be completed no later than June 30, 2024, unless otherwise authorized by the City of Bloomfield. All deliveries shall be made Monday through Thursday between the hours of 8:00 AM and 4:00 PM local time. The contractor will notify the City of Bloomfield before making any changes or substitutions of materials and quantities specified on the Purchase Order with cost of cover to be paid by Contractor.
2. **Preparation of Bids:** Bidders are not required to provide quotes for every item listed on the proposed project parts sheet but shall clearly mark quotes in the correct spaces provided for the parts bid. The City of Bloomfield may award separate parts to separate bidders or all parts to one bidder, depending on price and lead time quoted for each item.
3. **Renewal and Extension:** The contract will not be subject to renewal or extension.
4. **Subcontractors:** No Subcontractors will be allowed unless consent is expressly given by the CPO.
5. **Vendors Qualifications:** Upon request, the vendor shall provide a general history, description, and status of their Company.
6. **Non-Taxable Transaction:** The items in this ITB are non-taxable to the City of Bloomfield. A non-taxable certificate, if not previously issued, will be issued to successful bidders.

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Instructions to Bidders

Conditions Governing the Procurement

1. Sequence of Events

The CPO will make every effort to adhere to the schedule below*

ACTION	RESPONSIBILITY	DATE
Issue ITB	CPO	November 30, 2023
Deadline to Submit Questions	Potential Bidders	January 4, 2024, by 5:00 PM MST
Response to Written Questions (if applicable)	CPO	January 11, 2024
Deadline for Submission of Bids	Bidders	January 25, 2024, by 1:00 PM MST Via USPS or In Person
Bid Opening	CPO	January 25, 2024, at 1:30 PM MST
ITB Award	City of Bloomfield	February 5, 2024 – February 8, 2024
Protest Deadline	Bidders	15 days after Notice of Award

*Subject to change at the discretion of the CPO

2. Explanation of Events

A. Deadline to submit written questions/request for clarification.

Potential bidders may submit written questions or requests for clarification as to the intent or clarity of this ITB by 5:00 PM MST January 4, 2024. All questions **must be submitted in writing only** to the CPO specified in this ITB. Questions or communications submitted to anyone other than the CPO are considered unauthorized and WILL result in disqualification of a submitted bid.

B. Response to written questions/ITB Amendments

Written responses to written questions and any ITB amendments will be posted to the City of Bloomfield's procurement portal at www.bloomfieldnm.gov and may be emailed to parties who submitted questions.

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C. Submission of Bid:

BIDS MUST BE SUBMITTED VIA USPS OR IN PERSON:

In person submissions:
Submit to the CPO Only at:
915 North First Street
Bloomfield, NM 87413

Or

US Postal Service:
City of Bloomfield
Attn: Dustie Sheets, CPO
PO Box 1839
Bloomfield, NM 87413

Bids will be dated and time stamped upon receipt by the Chief Procurement Officer and at least one witness.

LATE BIDS WILL NOT BE ACCEPTED

D. Bid Packages

To be accepted as a complete Bid, all Bid packages **MUST** have the following written on the front bottom outer left-hand corner of the package: "ITB #2023-001 WATER AND SEWER LINE REPLACEMENT PROJECT".

E. Bid Opening:

The Bid Opening for ITB # 2023-001 will be held live:
Date: January 25, 2024
Time: 1:30 PM MST

F. Correction or Withdrawal of Bids

A bid containing a mistake discovered before bid opening may be modified or withdrawn by a bidder **prior to** the time set for bid opening. Bids withdrawn for correction may be resubmitted up to the time and date designated for the receipt of bids. The City of Bloomfield personnel may **at no time**, for any reason, assist with corrections of bids or opening of bids **for any reason** prior to date and time of official opening.

G. Contract Award

After reviewing the bids to determine responsiveness, the City anticipates it will make the award on the date or during the timeframe indicated in the Sequence of Events. This date is subject to change at the discretion of the CPO.

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H. Protest Deadline

Any protest by a bidder must be timely, in conformance with, and will be governed by, Sections 13-1-172 through 13-1-176 NMSA 1978 and the City of Bloomfield Procurement Policy. The fifteen (15) day protest period for timely bidders shall be for fifteen days following the notice of contract award. Protests must be written and must include the name and address of the protestor and the Invitation to Bid number and title. It

must also contain a statement of grounds for protest including appropriate supporting exhibits and must specify the ruling requested from the CPO. The protest must be delivered to Dustie Sheets by email at dsheets@bloomfieldnm.gov or in writing to the City of Bloomfield, PO Box 1893, Bloomfield, NM 87413.

3. Submission Requirements

A. Number of Responses

Bidders may submit only one (1) response to this ITB.

B. Number of Copies

Bidders must deliver or send two (2) signed and complete copies of the bid to the City of Bloomfield as specified in this ITB, before the closing date and time for receipt of bids.

C. Bid Contents

Bids MUST contain forms that are watermarked "BID FORM." In addition, Bidder shall submit a copy of their NM Business License and documentation supporting proof of qualifications to perform work as stated in this ITB. Failure of Bidder to complete and submit required bidding documents, in accordance with all instructions provided, may be cause for rejection of the bid.

D. Bid Format

To preclude any possible errors or misrepresentations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening. Failure to comply may be just cause for rejection of the bid. Bid prices shall exclude all state and local taxes.

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Water and Sewer Line Replacement Project

Acceptance of Bid and Award

The Bidder certifies that **IF** the award is made, as a Contractor they will operate in accordance with all applicable state and federal regulations. The Bidder certifies that all forms, terms and conditions, and ALL delivery requirements within this ITB can be fulfilled. Awarded bid, shall be considered a part of the contract as if incorporated therein. This initial term of this Agreement shall be in effect as of the date stated in the office Notice of Award and remain in effect for a period of one year. The term may not be renewed for additional periods; no contract extension exists unless and until Contractor is so notified by the City of Bloomfield, New Mexico.

Signature also certifies understanding and compliance with the certification requirements as included in the ITB.

Company Name _____

Address _____

City _____ State _____ Zip _____

Contract Contact Person _____

Phone _____

Authorized Signature _____

Printed Name _____

**ACCEPTANCE OF BID AND CONTRACT AWARD (TO BE COMPLETED ONLY BY THE
CITY OF BLOOMFIELD, NEW MEXICO)**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives.

This Agreement shall be in effect until _____ and may be renewed by mutual agreement for additional terms; however, no contract extension exists unless and until Contractor is so notified by the City of Bloomfield.

The City of Bloomfield Authorized Signature

Awarded this _____ day of _____, 20_____

NOTICE OF INVITATION TO BID
ITB # 2023-001
City Of Bloomfield, NM
Water and Sewer Line Replacement Project

Affidavit Of Non-Collusion

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing bid, being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge, no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Contractors, or with any official of the City of Bloomfield, or any employee thereof, or any person, firm or corporation under contract with the City of Bloomfield, whereby the Contractor, in order to induce the acceptance of the foregoing bid by the City, has paid or is to pay to any other Contractor or to any of the aforementioned persons anything of value whatever, and that the Contractor has not, directly or indirectly, entered into any arrangement or agreement with any other Contractor or Contractors which tends to or does lessen or destroy free competition in the letting of this contract.

This is to certify that the Contractor, or any person on its behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the responding or award of the referenced contract.

This is to certify that neither I, nor to the best of my knowledge, information and belief, the Bidder, nor any officer, director, partner, member or associate of the Bidder, nor any of its employees directly involved in obtaining contracts with the State of New Mexico, the City of Bloomfield, or any subdivision of the State has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.

This is to certify that the Bidder or any person on its behalf has examined and understands the terms, conditions, materials and specifications and other documents of this solicitation.

This is to certify that, if awarded a contract, the Contractor will provide the materials, commodities, and/or services to the City of Bloomfield, its members, and participating entities, in accordance with the terms, conditions, materials, specifications and other documents of this solicitation along with provisions as set forth and accepted pursuant the submitted bid.

Authorized Representative (Please print or type)

Position (Please print or type)

Mailing Address

City, State, Zip

By: Signature of Authorized Representative

Email Address

NOTICE OF INVITATION TO BID
ITB # 2023-001
City Of Bloomfield, NM
Water and Sewer Line Replacement Project

Debarment/Suspension Certification Form

DEBARMENT/SUSPENSION STATUS

The Bidder certifies that it is not suspended, debarred or ineligible from entering into contracts with the State or Federal Government, or in receipt of a notice or proposed debarment from any public entity. The Bidder agrees to provide immediate notice to the City of Bloomfield in the event of being suspended, debarred, or declared ineligible by any State or federal agency or public entity, or upon receipt of a notice of proposed debarment that is received after the submission of the ITB or bid but prior to the award or placement of any order under this contract.

CERTIFICATION

The undersigned hereby certifies that he/she has read the above DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the Bidder named and that the information contained in this document is true and accurate to the best of their knowledge.

Signature: _____ Title: _____

Date: _____ Name(Typed or Printed): _____

Company Name: _____

Address/City/State/Zip: _____

WATER AND SEWER REPLACEMENT PROJECT
ITB # 2023-001
PARTS BID SHEET-WATER

WATER

Item	Quantity	Size	Type	ARTICLE DESCRIPTION AND/OR MATERIAL	PRICE PER UNIT	TOTAL PRICE	LEAD TIME
Reclaimed Water Pipe	6,681'	6"	C-900 PURPLE PIPE	C-900 PURPLE PIPE FOR RECLAIMED WATER			
Water Pipe	3000'	12"	C-900	20' JOINTS			
Water Pipe	4000'	8"	C-900	20' JOINTS			
Tracer Wire	5000'		12AWG	12AWG 30MIL HDPE 30 VOLT DIRECT BURY ONLY			
Valves ---MJ GATE VALVES	4	12"	250 PSI CLASS 153	MJ x MJ VALVES			
Valves ---MJ GATE VALVES	7	8"	250 PSI CLASS 153	MJ x MJ VALVES			
Valves ---MJ GATE VALVES	23	6"	250 PSI CLASS 153	MJ x MJ VALVES			
4' SLIP VALVE BOX (TOPS, BOTTOMS, LIDS)	13	4'		CAST IRON			
MJ 90° Elbow	4	6"	250 PSI CLASS 153	CAST IRON			
MJ Tee's	2	12" x 6"	250 PSI CLASS 153	CAST IRON			
MJ Tee's	13	8" x 6"	250 PSI CLASS 153	CAST IRON			

Water Tap saddle	10	12" x 3/4"	DUCTILE IRON OD	DUCTILE IRON SERVICE SADDLE WITH DUAL STAINLESS STEEL STRAPS; ROMAC OR EQUAL			
Water Tap saddle	65	8" x 3/4"	DUCTILE IRON OD	DUCTILE IRON SERVICE SADDLE WITH DUAL STAINLESS STEEL STRAPS; ROMAC OR EQUAL			
Water Service lines	1600'	3/4"	PEX	POLY PEX (SDR-9) WHITE IN COLOR			
Meter Cans (METER PIT)	45	20" X 36"		PLASTIC			
Meter lids	45		LOCKING	PLASTIC TO FIT CAST IRON METER BODY (WITCH'S HAT) FOR 3/4" METERS; DFW PLASTIC OR EQUAL			
W32 CAST IRON 3/4" METER BODY (WITCH'S HAT)	45			CAST IRON - FOR 3/4" WATER METER			
Copper METER Setters	45	3/4"	18" CTS x CTS	COPPER (BRASS VALVE & BACKFLOW PREVENTER)			
Corp Stops	45	3/4"	3/4" MIP X 3/4" CTS	BRASS			
20	11	4' Bury		STANDARD-CAST IRON W/BRASS NOZZLES, DRAIN VALVE AREA, MAIN VALVE			
Joint Restraints	80	6"	MEGA LUG OR EQUAL	CAST IRON WITH MJ GASKET, T-HEAD BOLTS & NUTS			
Joint Restraints	40	8"	MEGA LUG OR EQUAL	CAST IRON WITH MJ GASKET, T-HEAD BOLTS & NUTS			
Joint Restraints	12	12"	MEGA LUG OR EQUAL	CAST IRON WITH MJ GASKET, T-HEAD BOLTS & NUTS			

WATER AND SEWER REPLACEMENT PROJECT

ITB # 2023-001

PARTS BID SHEET-SEWER

SEWER

Item	Quantity	Size	Type	ARTICLE DESCRIPTION AND/OR MATERIAL	PRICE PER UNIT	TOTAL PRICE	LEAD TIME
Sewer pipe Main lines	5000'	8"	SDR-35	20' JOINTS			
Sewer Service Lines	1800'	4"	SDR-35	20' JOINTS			
Sewer Tap saddles	65	8" x 4"	ROMAC OR EQUAL	CAST IRON WITH RUBBER SEAL			
Sewer Cleanouts	45	4"	SDR-35				
Manhole Lids & RINGS	17	STANDARD/for 24" lids	UNLOCK/STANDARD	CAST IRON			