CITY OF CLOVIS



ITB 20-0210-02 "FRIENDSHIP SENIOR CENTER ROOF" NIGP COMMODITY CODE 91473 CLOSING DATE: APRIL 9, 2020 2:00 P.M. LOCAL TIME

IMPORTANT BID MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE BID NUMBER AND DEADLINE DATE CLEARLY INDICATED ON THE BOTTOM LEFT HAND SIDE OF THE ENVELOPE.

CITY OF CLOVIS

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID, UNLESS OTHERWISE SPECIFIED. ANY EXCEPTIONS THERTO MUST BE IN WRITING.

- 1. GENERAL: Bids shall be submitted on this form. Each bid shall be placed in a separate envelope and property identified. See instructions on top of Invitation To Bid. Bids must be in the Purchasing Department of the City of Clovis on or before the hour and date specified. Bids by telephone or facsimile are not acceptable when in response to this invitation to bid. Late bids will not be considered under any circumstance and will be returned to the bidder unopened. Bid CANNOT be altered or amended after opening time. Any alteration made before opening time must be initiated by bidder or his authorized agent.
- 2. WAIVERS: The City of Clovis reserves the right to reject any or all bids, waive any technicality in bids, and unless otherwise specified by the City of Clovis or by bidder, to accept an increase or decrease on any or all items in the bid unless otherwise indicated in the bid documents. The City of Clovis reserves the right to waive minor irregularities. The City of Clovis also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not materially affect the procurement. This right is at the sole discretion of the City of Clovis.
- 3. RESPONSIBILITY OF BIDDER: Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show title or authority to bind his firm in a contract. The bidder, if this bid is accepted, hereby expressly binds himself to the City of Clovis from all claims, suits and actions on account of the work done by the bidder pursuant to the bid or by reason of any act or omission, misfeasance, or malfeasance of the bidder or of any bidder's subcontractor. This paragraph shall equally apply to injuries to bidder's employees. Any cost incurred by the bidder in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the bidder.
- 4. SERVICING SUBCONTRACTORS: The City recognizes the fact that the potential vendors have different business models for the delivery of support services or products. Whereas one potential vendor may provide support services through a wholly owned subsidiary another may provide support services through a local business partner or qualified organization herein referred to as a servicing subcontractor. Therefore, vendors may propose the use of servicing subcontractors for the performance of local marketing, warranty, maintenance or technical support services in accordance with the terms and conditions of the price agreement or bid. Servicing subcontractors may not directly accept purchase orders or payments for products or services from procuring agencies under the terms and conditions of the price agreement.
- 5. ACCEPTANCE AND OPENING OF BID: Bids will be accepted up until time and date listed on the ITB at the office of the Chief Procurement Officer, 321 Connelly, P.O. Box 760, Clovis, NM 88102-0760. Bids will then be opened publicly and read aloud in the assembly room (unless otherwise stated). A recommendation will be taken to the City Commission at a regular meeting for award.
- 6. BRAND NAME: Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive NOT restrictive it is to indicate type and quality desired. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Vendor should give brand name, model

number, and date of manufacture of item(s) bid. The City may specify no substitute or exception if required to match existing equipment.

7. DELIVERY: Bid must quote FOB destination and show number of days required to place material in City's designated location under normal conditions. Failure to state delivery time obligates bidders to complete delivery in 14 calendar days. A difference in delivery promise may break a tie bid. Consistent failure to meet delivery promise without valid reason may cause removal from bid list.

If delay is foreseen, contractor shall give written notice to the Purchasing Department of the City of Clovis. City of Clovis has the right to extend delivery date if reasons appear valid. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorized the City of Clovis to purchase supplies elsewhere and charge full increases in cost and handling to defaulting contractor.

- 8. COMMERCIAL WARRANTY: All items bid shall be new, in first class conditions unless otherwise stated. Bid should include container suitable for shipment and storage. Successful bidder must submit the most favorable commercial warranty and/or guarantee in writing to the City of Clovis that would be offered to any customer for the same supplies or services, or as specified in bid. The vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
- 9. PACKING, SHIPPING AND INVOICE: The Purchase Order Number and the Vendor's name, user's agency name and location shall be shown on all packing and delivery tickets, packages, bill of lading and all other correspondence in connection with the shipment. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing list.

The Vendor's invoice shall be submitted in triplicate, certified and contain the following: Purchase Order Number, description of goods or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each separate shipment. Payment will not be made from a month end statement.

- 10. INSPECTION AND ACCEPTANCE: The City will have final inspection and acceptance at destination. Supplies rejected due to non-conformance with bid specifications will be removed at vendors expense and risk in a timely manner after notice of rejection.
- 11. DEFAULT: The City reserves the right to cancel all or any part of this contract without cost of the City, if the successful vendor fails to meet the provision of the order, except for conditions beyond the vendors control, the vendor will be liable for any excess costs to the city due to the vendors default. This statement does not exclude any other rights provided by law.
- 12. NON-COLLUSION: By signing and submission of this bid, the vendor certifies that there was neither directly or indirectly any collusion, which would restrain free competitive bidding.
- 13. THE PROCUREMENT CODE: Sections 13-1-28 through 13-1-199, NMSA 1978 imposes civils and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

- 14. QUESTIONS: Questions concerning the procurement process should be directed to the Purchasing department. Questions concerning the Bid specifications should be directed to the user department.
- 15. NON-DISCRIMINATION: Vendors doing business with the City of Clovis must be in compliance with the Federal Civil Rights Act of 1954 and the Title VII of the Act. Rev, 1979 and the Americans with Disabilities Act of 1990.
- 16. COOPERATIVE BID: By submitting a bid the vendor agrees to allow other municipalities or other authorized governmental agencies to purchase from this bid.
- 17. BONDS: When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City of Clovis and shall become binding on the parties upon the execution of the contract. If a contractor fails to deliver the required performance and payment bonds, the contractor's bid shall be rejected; its bid security shall be enforced to the extent of actual damages.
- 18. RENEWAL: If the bid is an annual bid the City of Clovis reserves the right to renew the bid for three (3) years (4 years total) for bid under \$25,000 or seven (7) years (8 years total) for bids over \$25,000.00. The City of Clovis reserves the right to renew or issue a new Invitation to Bid (ITB) without explanation or cause.
- 19. PENALTIES: If the winning contractor is not fulfilling the terms of the bid, to include delivery date, the City of Clovis will initiate the following procedures:
 - A. **First Notice:** Written warning describing unsatisfactory work rendered or nonperformance of term of the bid. The contractor will be given 10 working days to respond to this notice.
 - B. **Second Notice:** Issuance of a second written notice after ten-business day will assess the contractor a **\$100.00 penalty fee per day** for unsatisfactory work, non-delivery, or non-performance of contract. The fee **will not be charged** if notice of assessment for unsatisfactory work rendered, non-delivery, or non-performance of contract is made satisfactory within 48 hours of notice. Each day that there is a violation may constitute a separate offense.
 - C. The City of Clovis will allow a reasonable number of notice assessments. However, if these notices become excessive, the City of Clovis shall have the right to terminate the contract upon ten (10) days written notice.

20. PROTEST

- A. PROTEST BOND: Protest may be filed in accordance with 13-1-172 NMSA 1978. A \$5000.00 protest bond will be filed for each protest. If protest is upheld, bid will be awarded to the next qualified bidder. If the protest is disallowed the protesting bidder will forfeit the \$5000.00 bond.
- B. Any protest by a vendor 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 vendor shall begin on the day following the price agreement

awards and will end as of 5:00 PM Mountain Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of grounds for the protest including appropriate supporting exhibits, and it must specify the ruling requested from the Chief Procurement Officer. The protest must be delivered to the Purchasing Office.

ADDITIONAL BIDDING INSTRUCTIONS

- 1. BID UNIT PRICE on quantity specified as a monthly total. In case of errors in extensions, UNIT prices shall govern. Bids subject to unlimited price increases not considered. The City reserves the right to award the bid by item or in total. Payment shall be made upon receipt of entire order unless authorized by the City.
- 2. NEW MEXICO BIDDERS PREFERENCE NUMBER: This bid is subject to New Mexico Bidder's Preference as outlined in Section 13-1-21 of NMSA 1978, Amended. Current preference number must be listed on the front page of the bid at the time of opening to be considered.

The form necessary to complete to qualify for a New Mexico Resident Preference number can be obtained as follows:

By contacting the State of New Mexico Taxation & Revenue Dept. as follows:

- a. Telephone number (505) 827-02700, or
- b. Address State Taxation & Revenue Dept.

Joseph Montoya Building Room 2016 1100 St. Francis Santa Fe, NM 87504

- 3. SAMPLES: When requested, must be furnished free of expense. If not destroyed in examination they will be returned to the bidder, on request at bidder's expense. Each sample should be marked with bidder's name and address and City of Clovis' Bid number.
- 4. INQUIRIES: pertaining to bid invitations must give bid number and opening date. NO substitutions or cancellations permitted without written approval of the Purchasing Department of the City of Clovis.
- 5. TIME PERIOD: The City of Clovis reserves the right to analyze and examine this bid for a period of 30 days completed from date and time of bid opening. In no way will the vendor be obligated or the City liable for any goods or services until the Purchasing Department of the City of Clovis issues a purchase order. Upon issuance of a purchase order, all provisions of the bid become a contract and when fulfilled by the vendor, payment will be rendered by the City of Clovis within 20 days after acceptance and receipt of duplicate invoices showing the purchase order number.
- 6. PROTEST: If a vendor is of the opinion that the specifications, as stated, precludes them from bidding, it is requested that the Chief Procurement Officer be notified in writing, at least SEVEN (7) DAYS PRIOR to date of opening.
- 7. NO BID: Do not return bid forms. Vendors will remain on the active list for a minimum of three years from last transaction.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor, a family member or a representative of the prospective contractor, a family member or a representative of the prospective contractor.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

- "Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.
- "Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.
- "Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.
- "Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the

public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

- "Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.
- "Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

ITB 20-0210-02 DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By:		
Relation to Prospective Contracto	pr:	
List of Applicable Public Officials: Elliot, Helen Casaus, Fidel Madrid,	David Lansford, Juan Garza, David Robinson, Sandra Taylor-Sav , Chris Bryant, Rube Render	vyer, Gary
Name of Applicable Public Official	l:	
Date Contribution(s) Made:		
Amount(s) of Contribution(s):		
Nature of Contribution(s):		
Purpose of Contribution(s) Attach extra pages if necessary)	:	
Signature	Date	
Title (position)		
	OR—	

0

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

SUBMITTAL SHEET ITB 20-0210-02 FRIENDSHIP SENIOR CENTER ROOFING

The items to which this sheet is attached represents our bid as described therein. We certify that we have read the terms and conditions of the bid and that we understand and agree to them fully. We understand that any discrepancies in this invitation which come to our attention must be mentioned to the City of Clovis prior to the opening of bids or adjudication will be made by executive decision.

Please type or print.

NAME OF BIDDING FIRM

NAME AND TITLE OF AGENT

ORDER ADDRESS

TELEPHONE NUMBER FAX NUMBER

TOLL FREE NUMBER

CITY

STATE ZIP

E-MAIL

If you qualify for the Resident Preference or the Resident Veteran Preference as per the enclosed information include your current number.

RESIDENT PREFERENCE NUMBER

TAX ID NUMBER

DATE OF DELIVERY ARO_____

SIGNATURE (**Bid must be signed to be considered**)

___ Attach Signed Cost Submittal Sheet

___ Attach Signed Campaign Contribution Disclosure Form

____ Attach Copy of Resident Preference Certificate (if applicable)

___ Attach Copy of Bid Bond

CITY OF CLOVIS ITB 20-0210-02 FRIENDSHIP SENIOR CENTER ROOFING

GENERAL

The City of Clovis will accept sealed bids from qualified contractors for the Removal and Replacement of the roof at the Friendship Senior Center until the 9th day of April, 2020, at 2:00 p.m. local time in the Office of the Chief Procurement Officer at 321 Connelly, Clovis, New Mexico, 88102-0760.

There will be a recommended **Pre-bid site meeting** at the Friendship Senior Center Office (901 W. 13th Street, Clovis, NM). This meeting shall be held on **March 19, 2020 at 9:00 a.m.** local time.

Failure to attend the pre-bid meeting will not disqualify a vendor from bidding. The failure of a Bidder to attend shall be interpreted to mean the bidding documents are clear and acceptable to all nonparticipants at the Pre-Bid Conference. Such clarity and acceptability shall be presumed with respect to all Bidders.

MINIMUM EQUIPMENT

The successful vendor must have the appropriate equipment to complete the contract in a timely and professional manner. Delays in service due to inadequate equipment and personnel will be cause for contract termination. All equipment must have safety devices installed.

CONTRACT PERIOD

The term of the contract period shall be 60 calendar days from the date of issuance of the Notice to Proceed. The City of Clovis reserves the right to re-bid the contract without justification. For the purpose of this ITB, **Calendar Day** shall mean: Each and every Day shown on the calendar, beginning and ending at midnight.

The City of Clovis reserves the right to terminate the contract prior to the end of the above stated period.

SCHEDULE OF EVENTS

March 1, 2020 ------ Issue ITB March 19, 2020, 9:00am ----- Pre-Bid Meeting March 24, 2020, 5:00pm ----- Deadline for Questions March 26, 2020, 5:00pm ----- Questions Answered April, 9, 2020, 2:00pm ------ ITB Due April 16, 2020, 5:15pm ------ ITB Presented to City Commission for Approval

BID PRICE

The attached fee sheets <u>must be</u> filled out completely and signed. Failure to do so may be considered grounds to reject the bid.

Bid price shall be made on a lump sum basis and shall remain in effect for the entire period of the contract. Bid price shall include applicable gross receipts tax listed on a separate line. The applicable tax should be shown as a separate amount on each request for payment made under the contract.

Bidder may submit only one bid.

BONDING REQUIREMENTS

Bid Bond -5% of the total bid required at bid opening.

Performance Bond -100% of the total bid required upon Notice of Intent to Award & prior to contract execution.

Payment Bond - 100% of the total bid required upon Notice of Intent to Award & prior to contract execution.

ROOFING SPECIFICATIONS AND REQUIREMENTS

- 1. Remove existing metal roof panels and replace with new 26-gauge PBR panels.
- 2. Replace existing metal flashing with new (including ridge, rake, drip, gutters, and downspouts).
- 3. Install new decktite pipe flashings.
- 4. Remove and reinstall existing roof top mechanical units.
- 5. Remove and reinstall all electrical and plumbing lines on roof.
- 6. The roof area over the vestibule, freezer, and lower roof over storage room are excluded from this bid.
- 7. While some damage to asphalt, concrete, and landscaped areas is to be expected during the work, the contractor shall take precautions to keep such damage to a minimum.
- 8. Contractor will not be responsible for interior cleanup unless such cleaning is necessitated by contractor's negligence.

- 9. Pricing shall include New Mexico Davis Bacon Wages issues for 2020. A wage decision has been issued.
- 10. Contractor shall continuously maintain proof of licensing and insurance to include Workers Compensation and comprehensive protection covering property damage and personal injury liability equal to or greater than the liability limits set forth in NMSA 1978, Section 41-4-19.
- 11. All scheduling of work shall be coordinated with the project manager at least two weeks prior to arriving on site to avoid any conflicts with scheduled events.

12. Remove debris & clean up area after. (Tipping fees will not be waived at the City landfill). <u>Important Note: Anytime the work area is to be left unattended, all debris,</u> <u>trash, and any other items shall be secured or removed so as not to be a hazard to the public.</u>

13. Failure to comply with any requirements above shall result in an order to stop work immediately and remedy the lack of compliance. The stop work order may be issued verbally by (appropriate city project manager) on site, followed by a written order to stop work. Any expenses which may be incurred by the contractor as a result of the noncompliance stop work order shall not be eligible for additional compensation under this contract.

If the contractor selected cannot fulfill the requirements, the contract shall be terminated and the next lowest responsive bidder will be given the contract.

The City of Clovis will form a grievance committee consisting of the City Manager, the Parks & Recreation Director, and the Chief Procurement Officer. Should a conflict occur regarding the terms of the contract and/or subsequent issuance of warnings or notice of assessments, the Contractor may submit a written report to the grievance committee for review. The grievance committee will take whatever action they deem necessary. Their action is deemed final and indisputable.

In the event the contractor does not fulfill the requirements of this ITB and/or any contract resulting thereof, in the allotted number of calendar days, a liquidated damages fee of <u>\$300.00</u> <u>PER DAY</u> shall be assessed and deducted from any payment due the contractor. The City of Clovis understands that weather conditions and other unforeseen circumstances may hamper the contractor in fulfilling certain requirements specified in the contract in a timely manner. When these situations occur, the contractor may request additional time to complete the project. The request must be in writing and must be delivered to the City Manager or his/her designee. The City Manager or his/her designee shall issue a written notice of approval or denial. The City Manager or his/her designee reserves the right to either increase or decrease any time approved. All decisions issued are final.

PAYMENT

Payment shall only be made to the contractor after all contract requirements been met. The contractor shall submit an invoice for work performed to the Senior Services Director, whom shall verify that all work has been completed. The contractor shall receive payment within fifteen (15) working days following the date of approval by the Senior Services Director in the amount specified on the Bid Sheet. Any penalty assessment fees will be deducted from the remittance.

INSURANCE

The successful contractor will be required to provide the City of Clovis with a certificate proving comprehensive general liability insurance or manufacturers and contractors insurance in an amount not less than \$500,000.00 single occurrence and \$1,000,000.00 aggregate. The City shall be named as additionally insured during the term of this contract.

The contractor must provide the City with a certificate proving worker's compensation coverage in the amounts specified by law. No contractor will be allowed to work without these certificates of insurance.

REGISTRATION

The successful contractor will be required to have a current City of Clovis business registration (\$35.00 fee), and will be required to furnish the City Finance Department a W-9 form before any payments can be made.

SAFETY REQUIREMENTS

It shall be the contractor's responsibility to provide for safety of workers and public in compliance with the requirements of insurance and Public Health Safety. OSHA requirements for applicable equipment is mandatory.

The contractor hereby agrees to protect, defend, indemnify and hold the City and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injury, including employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any ways incident to, in connection with or arising directly or indirectly out of this contract. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit

at the sole expense of the contractor. Contractor also agrees to bear all costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

This provision is not intended to create any cause of action in favor of any third party against contractor or city or to enlarge in any way the contractor's liability but is intended solely to provide for indemnification of the city from liability for damages or injuries to third persons or property arising from contractor's performance thereunder.

RESPONSIBILITY

The City of Clovis will not be responsible for any accident or injury to the contractor or any person acting on behalf of the contractor, nor will the City be responsible for any property damage resulting from the work performed.

QUESTIONS

Questions concerning this project will be directed in writing to the Purchasing Department, (575) 763-9633.

CITY RESERVATIONS

The City of Clovis reserves the right to reject any or all bids and to waive any technicalities.

CITY OF CLOVIS ITB 20-0210-02 FRIENDSHIP SENIOR CENTER ROOFING COST SUBMITTAL

BID F.O.B. DESTINATION

The undersigned hereby offers to furnish and deliver the articles or services as specified above at the prices and terms there stated, and in strict accordance with the specifications and general conditions of the bid, all of which are made a part of this offer. This offer is not subject to withdrawal.

In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that the Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No	Title:	Date:
No.	Title:	Date:
No.	Title:	Date:
No	Title:	Date:

The bidder hereby agrees to complete the work for the following price (do not include gross receipts tax):

_____)

NMGRT(use words):_____

_____)

(\$

COMPANY NAME:_____

COMPANY ADDRESS:_____

SIGNATURE & TITLE:_____

PHONE:()_____