



RETURN BID FORM TO:  
City of Carlsbad  
Attn: Purchasing Manager  
101 N. Halagueno Street (FED EX, UPS)  
P.O. Box 1569 (USPS)  
Room # 116  
Carlsbad, NM 88220

## Invitation to Bid

**Bid Title:** Diesel Powered Gator

**Bid Number:** 2016-10

**Formal Sealed Bid Opening**

**Place:** City of Carlsbad Municipal Building  
101 N. Halagueno St., Room 204

**Bid Closing Date:** 4/19/16   **Time:** 1:30 p.m.

**Bid Bond Required**   \_\_\_ Yes   **X** No

If you have questions regarding this Invitation to Bid please email your questions to:  
Matt Fletcher, Purchasing Manager  
Email [msfletcher@cityofcarlsbadnm.com](mailto:msfletcher@cityofcarlsbadnm.com)

**Bidder MUST complete and sign the following in order for Bid to be valid:**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Federal Tax ID# \_\_\_\_\_  
Email Address: \_\_\_\_\_

Contractor License # (if applicable) \_\_\_\_\_

Resident Bidder/Veterans Business Certification # \_\_\_\_\_

Acknowledgment of Addendum (if applicable)   1. \_\_\_ 2. \_\_\_ 3. \_\_\_ 4. \_\_\_ (please check mark)

Signature: \_\_\_\_\_   Print or type name: \_\_\_\_\_

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

### **Additional Bidder Information**

Applications for in-state preference will no longer be processed through the State Purchasing Division. All resident businesses, veterans, and contractors will have to obtain preference number(s) with the NM Department of Taxation and Revenue. In order for the appropriate preference to be applied to any solicitation, there must be no federal funds involved, and vendor must submit a copy of their preference certificate with each solicitation. Applications are available for download at:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

**Veterans Only:** The Resident Veterans Preference Certification enclosed herein must be completed and returned with bid in order to receive the preference.

### **Instructions to Bidders**

Bids, whether hand delivered at the time of the bid opening or mailed in, must be submitted in a sealed envelope with the bid number and opening date clearly indicated on front of the envelope.

Sealed bids will be received at the address shown on page 1 of this document, until the specified date and local time, then publically opened and read aloud at the bid opening location shown in the bid documents.

Bids received after the bid opening time and date listed cannot be considered and will be returned to the bidder unopened.

The City of Carlsbad reserves the right to reject all bids received if deemed to be in the best interest of the municipality.

Bids for products should include any applicable shipping, freight, delivery or installation fees.

Bidders claiming either the New Mexico Resident Bidders Preference or Veteran's Preference must submit a copy of the preference certification with their bid. Bid's received without this documentation will not be eligible to receive the preference.

When applicable, bids where State Wage Rates are in effect, the bidder must submit a copy of its current Dept. of Workforce Solutions Registration.

The Campaign Contribution form must be completed and signed and returned with the bid as required by State Statute. Bids received without this form may not be accepted. **Campaign Contribution form must be signed and returned even if you made no contributions.**

This Bid is subject to the “Terms and Conditions,” listed below and “Additional Bidding Instructions” if any.

## TERMS AND CONDITIONS

1. **General:** When the Purchasing Manager or designee issues a purchase order in response to the Vendor’s bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this 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 this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the Purchasing Manager or designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City.
4. **City Furnished Property:** City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or receipt of the invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor’s risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The Purchasing Manager or designee may inspect, at any reasonable time, the plant of the Contractor’s, or any subcontractor’s plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes except on any associated labor costs for construction, assembly or installation fees.

## 10. Packing, Shipping, Invoicing and Payment Terms:

- a. The City's purchasing document number (P.O. number) and the Vendor's name, and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
- b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: purchase order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for partial shipments.
- c. The City cannot accept invoices for goods or services not yet received. All invoices must be submitted after delivery of goods and/or performance of services.
- d. Payment terms will be net 30 days from the date that invoice is approved for payment. Payments are generally approved within 15 days of receipt of the invoice. In the event that payment is not approved, the City will notify the vendor in writing within 15 days of receipt of the invoice as to the reasons that payment is not being approved and the desired resolution being sought. Once the issue is resolved, payment will be made within net 30 days from the date of resolution.
- e. Invoices may be submitted by USPS mail to:

City of Carlsbad  
Attn: Accounts Payable  
P.O. Box 1569  
Carlsbad, NM 88221-1569

Or

via Email to: [invoices@cityofcarlsbadnm.com](mailto:invoices@cityofcarlsbadnm.com)

11. **Default:** The City reserves the right to cancel all or any part of this order without cost to the City, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the City, 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 shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery schedule. The rights of the City 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.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City Purchasing Manager or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the City of Carlsbad 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).

14. **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.

15. **Condition of Goods:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the City in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **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 contracting agency.

18. **Bid Submittals:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the front of the envelope and returned to the City of Carlsbad Purchasing Department. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written proposal to the City of Carlsbad are considered material to any work performed under this Bid 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 Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the City of Carlsbad. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Bid Agreement, nor shall any subcontracting obligate payment from the City of Carlsbad.

21. **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 Bid Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Bid Agreement. The records shall be subject to inspection by the City Purchasing Office and/or designee. The City shall have the right to audit billings, both before and after payment. Payment for services under this Bid Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

22. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

**Important Bidding Information**

All Bidders must notify the City Purchasing Manager or his/her designee if any employee(s) of the City of Carlsbad have a financial interest in the Bidder:

(Check one)     No financial interest     Yes financial interest

If yes specify by name: \_\_\_\_\_

Bid tabulations will be posted to our website within 24 hours after bid opening date. To access go to <http://www.cityofcarlsbadnm.com/purchasing.cfm>, click on Bid Results.

Failure of Bidder to complete bidding documents, in accordance with all instructions provided, is cause for this office to reject their bid.

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.

Specifications on the bid are not to exclude any bidder or manufacture. 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.

If any Bidder is of the opinion that the specifications as written preclude him from submitting a proposal on this bid, it is requested that his opinion be made known to the City Purchasing Manager or his/her designee, in writing, at least seven (7) days prior to the bid opening date.

Bidders must, upon request of the City Purchasing Manager or his/her designee, provide information and data to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The City Purchasing Manager or his/her designee reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the City of Carlsbad. 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.

### **Awarding of Bids**

**Determination of Lowest Bidder-**Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the City in accordance with the specifications and terms & conditions set forth in the Invitation to Bid. The City Purchasing Manager reserves the right to award this 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, in his/her judgment, best serves the interest of the City of Carlsbad.

The City Purchasing Manager or his/her designee 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 of Carlsbad.

**Special Notice-**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 Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes; such corrections must be properly identified and signed or initialed by Bidder. Resubmittal must be prior to scheduled bid opening for consideration.

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 Purchasing Manager or his/her designee.

**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 bid to be declared nonresponsive.

## **Bid Agreement Terms and Conditions**

### **Article I- Statement of Work**

Under the terms and conditions of this Bid, the City of Carlsbad may issue orders for items and/or services described herein.

The terms and conditions of this Bid shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX- Price Schedule. All orders issued hereunder will bear a purchase order number. It is understood that no guarantee or warranty is made or implied by either the City of Carlsbad Purchasing Manager or the user that any order for any definite quantity will be issued under this Bid Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each purchase order issued.

### **Article II-Term**

The term of this Bid Agreement for issuance of orders shall be as indicated in specifications.

### **Article III -Specifications**

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX- Price Schedule. Purchase Orders issued against this schedule will show the applicable price, item(s), and number(s); however they may not describe the item(s) fully.

### **Article IV - Shipping and Billing Instructions**

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II- Term. The Contractor shall enclose a packing list with each shipment listing the purchase order number, and the commercial parts number (if any) for each item. Delivery shall be made as indicated on the purchase order. If vendor is unable to meet stated delivery terms the City Purchasing Manager must be notified.

### **Article V- Termination**

This Bid Agreement may be terminated by either party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the Bid Agreement shall not affect any outstanding orders.

### **Article VI- Amendment**

This Bid Agreement may be amended by mutual agreement of the City of Carlsbad Purchasing Manager or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Bid Agreement shall not affect any outstanding orders issued prior to the effective date of the Bid Award as mutually agreed upon, and as published by the City Purchasing Manager or his/her designee. Amendments affecting price adjustments and/or the extension of a Bid Agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

### **Article VII- Issuance of Purchase Orders**

Only purchase orders authorized by the Purchasing Manager are valid under this Bid Agreement.

### **Article VIII- Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

### **Article IX- Price Schedule**

Prices as offered in the bidding documents and recorded in the bid tabulation hereto attached are firm.

**BID SPECIFICATIONS**

**(All bid specifications are considered minimum unless otherwise stated). Any variance from the bid specifications listed below must be explained in writing. Where the word Approximate (Approx) appears, slight variations from brand to brand will be acceptable if overall performance is not adversely affected. Please attach additional pages if necessary and provide the item number for each variance.**

ITEM	DESCRIPTION	<p style="text-align: center;"><b>CONFORMITY</b> (Check One)</p> <p style="text-align: center; color: red;">If Does Not Conform is checked, please attach documentation describing how the product differs from the specifications</p>
001	<p><b>ENGINE</b></p> <ul style="list-style-type: none"> <li>• 22.1 hp @ 3,200 rpm. (Approx)</li> </ul>	<p>Conforms ____</p> <p>Does Not Conform ____</p>
002	<ul style="list-style-type: none"> <li>• 3-cylinder liquid-cooled diesel</li> </ul>	<p>Conforms ____</p> <p>Does Not Conform ____</p>
003	<ul style="list-style-type: none"> <li>• Transmission – 5 speed with 5 forward gears and one reverse gear</li> </ul>	<p>Conforms ____</p> <p>Does Not Conform ____</p>
004	<ul style="list-style-type: none"> <li>• High Idle Speed 3,450 rpm (Approx)</li> </ul>	<p>Conforms ____</p> <p>Does Not Conform ____</p>
005	<p><b>PERFORMANCE</b></p> <ul style="list-style-type: none"> <li>• Maximum Speed – 19.1 mph (Approx)</li> </ul>	<p>Conforms ____</p> <p>Does Not Conform ____</p>
006	<ul style="list-style-type: none"> <li>• Turning circle clearance Inside diameter (2WD) 18 inches (Approx)</li> </ul>	<p>Conforms ____</p> <p>Does Not Conform ____</p>
007	<ul style="list-style-type: none"> <li>• Machine Weight – 2,010 lbs. (Approx)</li> <li>• Maximum Gross Weight – 6264 lbs. (Approx)</li> </ul>	<p>Conforms ____</p> <p>Does Not Conform ____</p>
008	<ul style="list-style-type: none"> <li>• Payload Capacity – 4,255 lbs. (Approx)</li> </ul>	<p>Conforms ____</p> <p>Does Not Conform ____</p>

009	<b>FUEL CAPACITY</b> <ul style="list-style-type: none"> <li>8 Gallons US (Approx)</li> </ul>	Conforms ____ Does Not Conform ____
010	<b>TIRES</b> (Approx) <ul style="list-style-type: none"> <li>Front Standard 23x10.50-12 (4 PR)</li> <li>Rear Standard 26x12.00-12 (4 PR)</li> <li>Wide rear multi-track tires 26x14.00-12 (4 PR)</li> </ul>	Conforms ____ Does Not Conform ____
011	<b>SUSPENSION</b> <ul style="list-style-type: none"> <li>Front/Rear – Dual Leaf Springs and Shocks</li> </ul>	Conforms _____ Does Not Conform _____
012	<b>BRAKES</b> <ul style="list-style-type: none"> <li>4-wheel hydraulic disk</li> </ul>	Conforms _____ Does Not Conform _____
013	<b>STEERING</b> <ul style="list-style-type: none"> <li>Hydraulic Power Steering</li> </ul>	Conforms ____ Does Not Conform ____
014	<b>BATTERY</b> <ul style="list-style-type: none"> <li>500 CCA, 12 Volt (Approx)</li> </ul>	Conforms ____ Does Not Conform ____
015	<b>ALTERNATOR</b> <ul style="list-style-type: none"> <li>55 AMP (Approx)</li> </ul>	Conforms ____ Does Not Conform ____
016	<b>HYDRALIC SYSTEM</b> <ul style="list-style-type: none"> <li>Factory Installed Auxiliary Hydraulics</li> </ul>	Conforms ____ Does Not Conform ____
017	<b>CARGO BOX</b> <ul style="list-style-type: none"> <li>63 X 50.5 X 10.5 inches (Approx)</li> <li>With Quick Connect Kit</li> </ul>	Conforms ____ Does Not Conform ____
018	<b>SOUND LEVEL</b> <ul style="list-style-type: none"> <li>86 dBA (Approx)</li> </ul>	Conforms ____ Does Not Conform ____
***	<b>TOTAL BID PRICE \$</b> _____	



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