

INVITATION FOR BID

Village of Ruidoso



IFB: #2017-011B

INVITATION FOR BID

**NEW / UNUSED ETNYRE VARIABLE WIDTH, 4WD CHIP SPREADER
NIGP Commodity Code# 929-32**

Contracting Agency: Village of Ruidoso
313 Cree Meadows Dr.
Ruidoso, NM 88345

Telephone: 575/257-2721

Issue Date: February 15, 2017
Opening Date: February 28, 2017
2:00 PM Mountain Time

Procurement Manager:
Billy Randolph
Purchasing Agent

INVITATION FOR BID

Notice is hereby given that the Village of Ruidoso, Lincoln County, New Mexico calls for sealed bids on **IFB #2017-011B**, **The Village of Ruidoso is requesting sealed competitive bids for a NEW / UNUSED ETNYRE VARIABLE WIDTH 4WD CHIP SPREADER NIGP Commodity Code# 929-32.**

Bids will be received at Village of Ruidoso Purchasing Warehouse located at 311 Center St., Ruidoso, NM 88345 until **2:00 p.m. Mountain time, Tuesday February 28, 2017**. Submitted bids will be opened at the Purchasing Warehouse at 311 Center Street, Ruidoso New Mexico 88345. Any bids received after closing time will be rejected and returned unopened.

Interested bidders may secure a copy of the bid at the Village of Ruidoso web site (www.ruidoso-nm.gov) or the Purchasing Warehouse at 311 Center St. Ruidoso, NM or by calling 575/257-2721.

The Village of Ruidoso reserves the right to reject any and/or all bids and waive all informalities as deemed in the best interest of the Village.

Billy Randolph
Village of Ruidoso
Purchasing Agent

Newspaper <u>Ruidoso News</u>	Publish Date _____
Newspaper <u>Las Cruces Sun News</u>	Publish Date _____
Newspaper <u>Albuquerque Journal</u>	Publish Date _____

Note: This Notice is issued pursuant to the requirements of §13-1-104 NMSA 1978 and must be published not less than 10 calendar days prior to the date set for the receipt of bids (§13-1-113 NMSA 1978) and published in a newspaper of general circulation in the area.

**Village of Ruidoso
BID PACKAGE
IFB#2017-011B**

The Village of Ruidoso is requesting sealed competitive bids for sealed competitive bids for a New / Unused Etnyre Variable Width 4WD Chip Spreader NIGP Commodity Code# 929-32.

IMPORTANT:

The words **“SEALED BID”** along with the **BID NUMBER AND TITLE MUST** appears clearly on the outside sealed envelope or package of all bids. Bidder’s name and address shall also be included.

It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the purchasing department if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the purchasing department not less than seventy-two hours prior to the time set for bid opening.

IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING BID SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A BID, CONTACT THE PURCHASING AGENT IMMEDIATELY FOR CLARIFICATION OR CONSIDERATION OF AN ADDENDUM.

Bids may be mailed to: Village of Ruidoso
Purchasing Agent
313 Cree Meadows Dr.
Ruidoso, NM 88345

or hand/courier-delivered to: Village of Ruidoso
Purchasing Department
311 Center St.
Ruidoso, NM 88345

It is the Bidder’s responsibility to see that the bid arrives on time.

NOTE; WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE 2 DAYS PRIOR TO DEADLINE IF POSSIBLE TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO DEADLINE. Some of the delivery services do not guarantee Overnight priority delivery to the Village of Ruidoso. (There is no U.S. mail delivery to the Purchasing Department’s physical address,) If the bids are sent by mail to the Purchasing Department, the Offeror shall be responsible for actual delivery of the proposal to the Purchasing Department office before the advertised date and hour for the opening. Bids which are delayed will not be considered and will be returned unopened.

Billy Randolph
Purchasing Agent
(575) 257-2721
email: BillyRandolph@ruidoso-nm.gov

**VILLAGE OF RUIDOSO
BID TERMS AND CONDITIONS
TERMS AND CONDITIONS**

DEFINITIONS AND TERMS

Terms used in these Bidding Documents which are defined in the Instructions to Bidders and in the Conditions of the Contract for Construction (General, Supplementary, and Other Conditions) have the meanings assigned to them in those documents.

1. **ADDENDUM:** A written or graphic instrument issued prior to the opening of bids which clarifies, corrects, or changes the Bidding Documents or Contract Documents. Plural: addenda.
2. **ALTERNATE BID:** Amount stated in the bid as the sum to be added from the amount of the Base Bid if the corresponding change in the project scope, materials, and/or methods of construction is awarded by the Owner.
3. **BASE BID:** Amount stated in the bid as the sum for which the Bidder offers to perform the work, excluding alternate bids.
4. **BID:** The offer of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed in conformance with the Bidding Documents.
5. **BID LOT:** A major item of work for which a separate quotation or bid is requested.
6. **BIDDER:** One who submits a bid directly to the Owner, as distinct from a subcontractor who submits a bid to a contractor.
7. **BIDDING DOCUMENTS:** The Bidding Requirements and the Contract Documents.
8. **BID FORM:** A form which shall include space in which the bid price shall be inserted and which the Bidder shall sign and submit along with all other necessary submissions. A Bidder may submit a reasonable facsimile of the Bid Form. Oral, telephonic, and telegraphic bids are invalid and will not be considered.
9. **BIDDING REQUIREMENTS:** Notice of Invitation for Bid, Pre-bid Information, Instructions to Bidders, Information Available for Bidders, the Bid Form, Supplements to the Bid Form, and portions of Addenda relating to any of these.
10. **DAY:** Day shall mean calendar day unless defined otherwise.
11. **CONTRACTING AGENCY:** The Village of Ruidoso.
12. **INVITATION FOR BID:** All documents including those attached or incorporated by reference or utilized for soliciting sealed bids.
13. **RESPONSIBLE BIDDER:** A Bidder who is properly licensed in accordance with the Construction Industries Licensing Act and submits a Responsive Bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services, construction, or items of tangible personal property described in the Invitation for Bid.
14. **RESPONSIVE BID:** A bid which conforms in all material respects to the requirements set forth in the Invitation for Bid.
15. **SUCCESSFUL BIDDER:** The lowest Responsible Bidder to whom the Owner, on the basis of the Owner's evaluation, makes an award. A Successful Bidder does not become the contractor until an agreement with the Owner is signed.

BIDDING REQUIREMENTS

1. **Preparation of Bids.** Each bid must be submitted to the Purchasing Department on the prescribed form. Bidders are to comply with all instructions and provide the information requested in the appropriate spaces. Bid prices must be entered in ink or type written. Mistakes may be corrected prior to bid opening, but shall be initialed by the person signing the bid. Corrections and/or modifications received after the bid opening time will not be accepted. An authorized representative of the company must sign all bids. **When the Purchasing Department issues a purchase document (e.g., purchase order number) in response to the Vendor's bid, a binding contract is created.**
2. **Receipt and Opening of Bids.** Bids must be prepared and submitted in accordance with provisions hereof. The Village of Ruidoso reserves the right to reject all bids if all bids exceed the available funds. Any bid received after the specified time for the opening of bids shall not be considered and will be returned unopened. Procurement law requires sealed bids. Therefore, the Village cannot accept bids which are transmitted using facsimile equipment or email. This may not apply to amendments or addenda that do not refer to pricing or to the transmittal of supplemental product literature, drawings and the like. Please refer the specific situation to the Purchasing Agent for clarification before proceeding. Bids will be opened "publicly" at 421 Wingfield Street, Ruidoso, NM unless otherwise designated in the bid.
3. **Bids Binding for 60 days.** Unless otherwise specified, all bids submitted shall be binding for sixty (60) calendar days following the due date of the Invitation for Bid, unless the Offeror(s), upon request of the Purchasing Agent, agrees to an extension.
4. **Bid Bond.** Each bidder shall submit with the bid a certified check, cashier's check on a solvent bank or an acceptable bid bond in the amount of 5% percent of the total bid amount shown on the bid. This security shall be made payable to the Village and will serve as a guarantee that the Bidder will file all bonds and securities required and enter into any contract awarded the Bidder, in accordance with the terms of the bid, within 10 days after notification of award.
5. **Payment Terms.** For all purchases made by Purchase Order, payment shall be made net 30 days from invoice date after receipt of goods/services unless otherwise specified on the Bid Form or as otherwise agreed by both parties. Payments shall be paid to Bidder on the condition that the Bidder has accomplished the services to the satisfaction of the Village. Any taxes (specifically including the New Mexico Gross Receipts Tax), licenses, or other governmental fees and charges, are the responsibility of the Bidder. Invoices shall provide detailed billing for services provided no later than ninety (90) calendar days after the date the services have been rendered. Invoices received after this time has elapsed may be considered null and void. All invoices shall be submitted directly to the Village of Ruidoso Finance Department at 313 Cree Meadows Dr., Ruidoso, NM 88345.
6. **Equivalency.** The Village hereby reserves the right to approve as equivalent, or to reject as not being equivalent, any item the Offeror proposes to furnish which contains variations from specification requirements but may comply substantially therewith. Such decisions are strictly at the discretion of the Village. **Offerors shall list on a separate sheet of paper any variations from or exceptions to the conditions and specifications of this Invitation for Bids. This sheet shall be labeled "Exception(s) to Specifications" and shall be included with the bid.**
7. **Clarifications and Ambiguities.** If there is any clarification, problem, ambiguity or question regarding this bid, contact the Village of Ruidoso Purchasing Department at 575/257-2721 prior to the bid opening. Clarifications and ambiguities will not be considered after the bid opening. Answers provided regarding the bid specifications or bid package MUST be answered by the Purchasing Agent or designee. Questions answered by any other person or Village official shall be considered completely non-applicable to the legal provisions of this bid, except as specifically authorized by the Purchasing Agent. Prior to, and after submittal of bid, prospective Offerors shall not make contact with any official or staff member regarding this bid, other than contact to obtain a copy of this bid. The only approved contact shall be with the below referenced Purchasing and Village staff. Offerors making contact with any other Village official, evaluation committee member, or Village employees regarding this bid may be disqualified. Questions and/or suggestions concerning this bid may be directed to: Purchasing Agent 575.257.2721.

8. **Restrictive specifications.** It is the responsibility of the prospective Bidder to review the entire Invitation for Bid (IFB) packet and to notify the purchasing department if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the purchasing department not less than seventy-two hours prior to the time set for bid opening.
9. **Resident Business Preference.** New Mexico procurement law provides for a five percent (5%) residential preference. A Bidder who meets state requirements shall be awarded a contract in preference to a non-resident Bidder whenever the resident contractor, whose bid is nearest to the low bid of the non-residential contractor, is made lower when multiplied by a factor of .95. This does not apply when federal funds are being used. Any New Mexico firm claiming preference will insert its residential reference number as issued by the New Mexico Taxation and Revenue Department in the appropriate space. This number is valuable to have as it will allow the Village to consider your bid at five percent less than the amount submitted, and could mean a difference in award. Please note that this number is NOT your State CRS Number. Provision of the number will be the responsibility of the Bidder.
10. **Bid Form.** Any pages marked "**BID FORM**" included in this Invitation for Bids packet shall be completed and *submitted as part of the bid.* All bids must be completed and securely sealed prior to submitting to the purchasing department. No un-sealed, faxed or e-mailed bids are acceptable.
11. **Brand Names.** It is intended that bid specifications permit maximum competition. Brand names or model numbers, where used, are for reference as to standard of character, quality and/or operation and are not indicative of preference on the part of the Village. Equal item(s) will be considered, provided the bid clearly describes the item by brand, model number, level of quality or any other appropriate criteria. Descriptive literature should be included for bid evaluation purposes. Include sample(s) if specifically requested. Samples, when requested must be furnished free of expense. If not destroyed in examination they will be returned to the Bidder, on request at his/her expense. Failure to provide this information may disqualify your bid. Determination by the Village as to what item(s) are equal shall be final and conclusive. When brand, model or other identification is not stated, it shall be understood that the Bidder is quoting as specified.

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

Specifications are for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design and is in no way intended to prohibit the bidding of any manufacturer(s) item of equal material. The Village of Ruidoso shall be the sole judge of equality in their best interest and decisions of the Village of Ruidoso as to equality shall be final.

All items bid shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Successful Bidder must submit applicable warranties and/or guarantee in writing to the Purchasing Department, Village of Ruidoso.

12. **Non-Collusion.** In signing this bid, the Vendor certifies that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
13. **Non-discrimination.** Vendors, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, color, religion, creed, political ideas, sex, national origin, age, marital status or physical or mental disability except where such is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Sellers doing business with the Village must be in compliance with Federal Civil Rights Act of 1964 and Title VII of the Am Rev.1979. By signing and submitting a bid, vendor agrees to comply with this paragraph.
14. **Equal Opportunity Employer.** The Village of Ruidoso is an affirmative action and equal opportunity employer. The Village does not discriminate on the basis of race, color, national origin, sex, age or handicap in its programs, activities, or employment. Persons seeking additional information about the Village of Ruidoso nondiscrimination policy should contact the Director of Human Resources, Village of Ruidoso, Ruidoso, NM 88345.

15. **Kickback Statement.** The State of New Mexico's Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for this violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks. As required by Section 13-1-191, NMSA, 1978, it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2), NMSA, 1978).
16. **Qualifications of Bidders.** The Village may make such investigations, as necessary to determine the ability of the Bidder to perform the work required. Bidder shall furnish all necessary information and data as may be requested. The Village reserves the right to reject any bid if the evidence submitted or the investigation of a Bidder fails to satisfy the Village that the Bidder is qualified to carry out the obligations of the contract and to complete the work described herein.
17. **Availability.** This bid is available for use by all Village of Ruidoso departments and other agencies, as provided for by law, at the discretion of the contracted vendor(s).
18. **Rejection of Bid.** The Village of Ruidoso reserves the right to reject any bid from a Bidder who previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the bid of a Bidder who is not in a position to perform such a contract satisfactorily. Such is at the discretion of the Village.
19. **Indemnification.** The successful Offeror expressly agrees to defend, indemnify and save harmless the Village of Ruidoso and its agents and employees from and against any and all claims, suits, demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, person(s), or property arising out of the provision of goods or services pursuant to the BID, or by reason of any act or omission, neglect or misconduct of the Offeror, the agents, employees or subcontractors of the Offeror or the agents or employees of any subcontractor of the Offeror. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.
20. **Independent Contractors.** The consultant and his agents and employees are independent Contractors and are not employees of the Contracting Agency. The Consultant and his agents and employees shall not accrue leave, retirement, insurance, bonding, use of Contracting Agency vehicles, or any other benefits afforded to the employees of the Contracting Agency.
21. **Debarred or Suspended Contractors.** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the Contracting Agency and shall not be considered for award of the contract during the period for which it is debarred or suspended with the Contracting Agency.
22. **Assignment.** Responding Offerors are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this bid or any resulting agreement, its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the previous written approval of the Village of Ruidoso.
23. **Public log.** A public log will be kept of the names of all Offerors who submit bids. Pursuant to Section 13-1-116 NMSA 1978 of the Procurement Code, the contents of any bid shall not be disclosed to competing Offerors during the negotiation process. The contents of the bid submitted by the successful Offeror will become public record upon award and may become a part of any contract approved as a result of this Invitation for Bid. Bids are subject to provisions of State Law relating to inspection of public records. Bids will be kept confidential until a list of recommended Offerors is approved by the Village Council. Following that approval, all documents pertaining to this submittal will be open for public inspection, except material(s) previously designated by the Offeror as proprietary or confidential. The Village will not disclose or make public any pages of a bid on which the Offeror has stamped or imprinted the words "proprietary" or confidential". Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA, 1978. It is not acceptable under the NM State Procurement Code to request that either the entire bid or the proposed cost of services be kept confidential. Such materials must be readily separable from the submittal in order to facilitate eventual public inspection of the non-confidential

portion. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Department shall examine the Offeror's submittal and make a written determination specifying which portions of the bid should be disclosed in accordance with applicable New Mexico law. Unless the Offeror takes action to prevent the disclosure, the bid may be so disclosed. The bid shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

24. **Addendum.** Addenda will be e-mailed with return receipt requested, by facsimile or hand delivered to all who are known by the Contracting Agency to have received a complete set of Invitation for Bids. Copies of addenda will be made available for inspection wherever Invitation for Bid is on file for that purpose. No Addenda will be issued later than 5 days prior to the date for receipt of Bids, except an Addendum withdrawing the Invitation for Bids or one which includes postponement of the date for receipt of bids. The Offeror shall acknowledge each addendum on the information form contained in this Bid packet. Verbal responses and/or representation are not acceptable.
25. **Modifications and Withdrawal of Bids.** A bid containing a mistake discovered before bid opening may be modified or withdrawn by a Bidder. Modifications must be delivered in written form in a sealed envelope prior to bid opening. Withdrawals may be faxed to the Village of Ruidoso Purchasing department prior to bid opening. After bid opening, no modifications or withdrawal of bid will be permitted.
26. **Review of Bids.** Each bid will be evaluated by the Purchasing Agent and the appropriate department or committee. Acceptable exceptions to specifications will be determined by the Purchasing Agent with the aid of the appropriate department head.
27. **Funding.** Award(s) of the contract is contingent upon the budgeting and appropriation of funds for continuation of the professional services contemplated by this Invitation for Bid.
28. **Protest.** Any Bidder, Offeror or contractor who is aggrieved in connection with a procurement action may protest to the Village of Ruidoso Purchasing Department in accordance with the requirements of the Contracting Agency's Procurement Regulations and the state Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978). The protest shall be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise thereto. In the event of a timely protest under this section, the Purchasing Agent and the Contracting Agency shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the Contracting Agency (§13-1-173 NMSA 1978). The Purchasing Agent or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§13-1-174 NMSA 1978). The Purchasing Agent or his designee shall promptly issue a determination relating to the protest. The determination shall:
 - 28.1. State the reasons for the action taken; and
 - 28.2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).
29. **Rejection or Cancellation of Bids.** This Invitation for Bids may be canceled, or any or all bids may be rejected in whole or in part, when it is in the best interest of the Contracting Agency. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).
30. **Laws and Regulations.** This procurement shall be governed by, and construed and enforced in accordance with the laws, of the State of New Mexico and the laws, ordinances, rules and regulations of the Village of Ruidoso. The Village also requires that all responses to this BID, and any contracts that may arise as a result of this procurement, be in accordance with laws, ordinances, and regulations of the State of New Mexico and the Village of Ruidoso, New Mexico.
31. **Campaign Disclosure Form.** Pursuant to Chapter 81, Laws of 2006, any prospective contractor (engineer or CONTRACTOR) seeking to enter into a contract with any state agency or local public body must file a Campaign Contribution Disclosure Form with that state agency or local public body. This form must be filed by the prospective contractor with their response to the Invitation for Bids. 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 bid.

32. **Warranties.** Materials, supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar materials, supplies or services. The rights and remedies provided herein shall extend to the Village and are in addition to and do not limit any rights afforded to the Village by any other clause of this order. Seller agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
33. **Tax Exemption Certificate.** The Village of Ruidoso holds a Class 9 Tax Exemption Certificate and is exempt from paying sales tax on tangible personal property. A non-taxable transaction certificate will be provided upon request. Services (including construction or construction materials) are not exempt. The Contractor shall comply with all requirements of the State of New Mexico Gross Receipts Law and shall require all subcontractors to comply with it. Do not include tax in your bid price. Tax must be shown as a separate item on bid and all invoices.
34. **Delivery of items.** Bidder agrees to deliver all item(s) inclusive of all cost, insurance, freight, drayage, express or other charges. Title to materials or supplies shall pass directly from Bidder to the Village at the F.O.B. point shown, subject to the right of the Village to reject upon inspection. All bids must be F.O.B. destination.

SPECIFICATIONS

New / Unused Etnyre Variable Width, 4WD Chip Spreader

GENERAL

It is the intent of these specifications to describe a hydrostatically driven, self-propelled Chip Spreader in sufficient detail to secure bids. All part not specifically mentioned, which are necessary to provide a complete Chip Spreader, shall be included in the bid and shall conform in strength and quality of material and workmanship to what is generally provided to the industry. The unit shall be a new or current model under standard production by the manufacturer.

Any units not conforming to these specifications will be rejected, and it will be the responsibility of the manufacturer to conform to the requirements unless deviations have been specifically cited by the bidder and acceptance made on the basis of the exception.

FUNCTION

The self-propelled Chip Spreader shall be designed and constructed to apply a uniformly distributed application of cover and seal coat aggregates.

DESCRIPTION

- a. CHIP SPREADER
- b. Hydrostatic 4 Wheel Drive
- c. Hydrostatic 4 Wheel Drive, Infinitely Variable Speed Forward & Reverse 0-19 mph variable width with 6 cylinder, Turbo-Charged, 240 HP Diesel Engine
- d. High Temp & Low Oil Pressure Warning
- e. Tires-4 each 385-65R22.5-G Tubeless, Radial tires on Heavy Duty Steel Disc Wheels
- f. Single Control Console Moveable from Side to Side for maximum visibility.
- g. Joystick Control for FWD-REV & SPEED
- h. Lockable Control Panel with Digital Display for: Application Rate, Product Size, Oil Press, Coolant Temp., Voltage, Hyd. Oil Temp, Fuel Remaining, Engine Hours, & Engine RPM'S.
- i. 2 Independent 24" Conveyors Hydraulically Driven, Hoode Aggregate Deflectors.
- j. 24 Degree Troughing Idlers & Automatic Off/On Controls to Control Aggregate Level in Hopper.
- k. 9' – 18' Variable Width Spread Hopper with 6" Diameter Heavy Wall Spread Rolls, Power Gate Controls
- l. Truck Hitch: "Railroad" Style Self- Locking With Adjustable Height
- m. Application Rate Computer: Monitors Machine Speed and Varies Gate Opening to Maintain Set Application rate in LBS/YD of Selected Aggregate regardless of Machine Speed with 5 Different Storable Rates in Memory & Is Capable of Varying Rate from Pre-Set or To a Different Pre-Set at Any Time during Operation
- n. Receiving Hopper: 132" Wide, + / - 4 Cubic YD Capacity, HYD Folding Wings, Adjustable Flow Gates and Hopper Skirting.
- o. Lighting Package Includes: Headlights, Stop and Tail Lights, Turn Signals with Flashers

- p. Electric Horn, Back-Up Alarm, Full Length
Skid Resistant Walk-Way, Lockable Steel Tool Box.
- q. 2 Sets of Parts & Operators Manuals, 12 Month Factory Warranty.
- r. Strobe Lights on Each of the 4 Corners Umbrella for Operator's Platform
Flexible Flashing with Cable on Receiving Hopper
- s. Power Seat
- t. Reversible Cooling Fan
- u. Telescopic Strobe, Additional.

Training:

Within two (2) days of the Village of Ruidoso acceptance, the contractor should provide (2) two hours of onsite operator and basic preventive maintenance training.

Additional Training:

During the service life of the Chip Spreader, the Village of Ruidoso may require up-to-date operator training and preventive maintenance / in-depth training. Bidder should submit detailed training information, written and video (if available) and certification (if available) of programs that are currently offered. To include, but no limited to the following:

1. Preventive Maintenance Procedures
2. Accessories and options
3. Parts ordering procedures
4. Cost of Training programs, onsite training vs. Manufacture training location.
5. Time frame availability on training programs.
6. DOT and or OSHA requirements.

B I D F O R M
IFB# 2017-011B / NIGP Commodity Code# 929-32
NEW / UNUSED ETNYRE VARIABLE WIDTH, 4WD CHIP SPREADER

To: Village of Ruidoso
Purchasing Agent
311 Center St.
Ruidoso, NM 88345

DATE: _____

From: _____
Name of Bidder

The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including without limitation those dealing with the disposition of bid security and other bidding documents. This bid will remain subject to acceptance for 60 days after the day of the Bid opening.

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 as follows:
Addendum No. _____ Date _____ Addendum No. _____ Date _____
Addendum No. _____ Date _____ Addendum No. _____ Date _____
2. The Bidder has familiarized himself with the nature and extent of the bidding documents, work, site, locality and all applicable conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
3. Bidder has given the Village of Ruidoso Purchasing Agent written notice of any conflicts, errors, or discrepancies that he has discovered in the bidding documents, and the written resolution thereof by the Purchasing Agent is acceptable to the Bidder.
4. The bid is genuine and not made in the interest of, or 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 himself any advantage over any other Bidder or over the Village of Ruidoso.
5. If the contract is to be awarded, the Village of Ruidoso will give the apparent successful bidder Notice of Award within ten (10) days after the Governing Body awards the contract.
6. 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.

The Bidder, in conformance with this invitation for bid, hereby submits the following total prices:
(Bids shall be written in both words and numbers. In the Event of a Discrepancy, the amount in words shall govern.)

ETNYRE VARIABLE WIDTH, 4WD CHIP SPEADER

BASE COST:

_____ \$ _____

WRITTEN

NUMERIC

PRICE SHALL NOT INCLUDE GROSS RECEIPTS TAX. THE VILLAGE OF RUIDOSO IS EXEMPT FROM TAX ON THIS ITEM. A TYPE 9 NON-TAXABLE TRANSACTION CERTIFICATE CAN BE ISSUED UPON ORDER.

ADDITIONAL COST per unit, FOB Ruidoso, NM \$ _____

(Delivery cost may be factored in to the total cost of the bid)

Page 2 – Bid Form

ESTIMATED DELIVERY TIMEFRAME FROM TIME OF ORDER: _____

BID PREPARED BY: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

LICENSE NO.: _____

Comments:

B I D F O R M
IFB #2017-011B / Commodity Code# 929-32
NEW / UNUSED ETNYRE VARIABLE WIDTH, 4WD CHIP SPREADER

VENDOR CERTIFICATION & INFORMATION

(Must be signed by a representative authorized to commit the company financially)

Signature

Printed Name & Title

Firm Name (if applicable)

Mailing Address

City, State, Zip

Phone Number Fax Number

E-mail address

Web Site Address (if applicable)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, hereinafter called the "Principal," as Principal, and the _____, of _____, hereinafter called the "Surety," as Surety, are held and firmly bound unto the Village of Ruidoso, hereinafter called the "Obligee," in the sum of five percent (5%) of total amount of Bid Dollar (\$_____), for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

NEW/ UNUSED ETNYRE VARIABLE WIDTH, 4WD CHIP SPREADER

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal, and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents, with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this ___ day of _____, 2017 _____, in the presence of:

_____ WITNESS

PRINCIPAL: _____

TITLE: _____

WITNESS

SURETY: _____

TITLE: _____

B I D F O R M
C A M P A I G N C O N T R I B U T I O N D I S C L O S U R E F O R M

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. 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 to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT HE/SHE/IT, HIS/HER/ITS FAMILY MEMBER, OR 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.

"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 bids and ending with the award of the contract or the cancellation of the request for bids.

"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.

DISCLOSURE OF CONTRIBUTIONS MADE TO: ELECTED OFFICIALS OF THE VILLAGE OF RUIDOSO

Contribution Made By: _____
Relation to Prospective Contractor: _____
Name of Applicable Public Official: _____
Date Contribution(s) Made: _____
Amount(s) of Contribution(s) _____
Nature of Contribution(s) _____
Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Title (Position)

Date

~~—OR—~~

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 Title (Position)

Date

RELATED PARTY DISCLOSURE

1. Are you indebted to or have a receivable from any member of the Council of the Village of Ruidoso; elected Village Officials, administration officials, department heads and key management supervisors with the Village of Ruidoso?

Yes _____ No _____

2. Are you, or any officer of your company, related to any member of the Council of the Village of Ruidoso, elected Village officials, administrative officials, department heads, key management supervisors of the Village of Ruidoso and have you had any of the following _____ transactions in the last 12 months which Village of Ruidoso was, is to be, a party?

	Yes	No
Sales, Purchase or leasing property	_____	_____
Receiving, furnishing of goods, services or facilities?	_____	_____
Commissions or royalty payments?	_____	_____

3. Does any member of the Council of the Village of Ruidoso, elected Village officials, administrative officials, department heads, key management supervisors with the Village of Ruidoso, have any financial interest in your company, whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the Village of Ruidoso?

Yes _____ No _____

4. At any time during the last 12 months did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Council of the Village of Ruidoso, elected Village officials, administrative officials, department heads, and key management supervisors with the Village of Ruidoso?

Yes _____ No _____

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of the Village of Ruidoso?

Yes _____ No _____

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President: _____ Date: _____

(Print Name and Title) _____

DEBARMENT CERTIFICATION
Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three year period preceding this proposal been convicted of all had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- 4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Date

Signature of Authorized Representative

NON-COLLUSION AFFIDAVIT

STATE OF _____)

) SS

COUNTY OF _____)

_____, being first duly sworn, deposes and says:

That he/she is _____ of _____ who submits herewith to the Village of Ruidoso, a proposal/bid:

That all statement of fact in such proposal/bid is true;

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of Village of Ruidoso, or any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal/bid, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid;
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals/bids;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal/bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal/bid price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposal/bid price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except that Village of Ruidoso, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: _____

SUBSCRIBED and sworn to before me this _____ day of _____ 20 ____.

Notary Public: _____

My commission expires: _____