



**INVITATION TO BID
BID # 15-0438**

KSB Submersible Pump

BID OPENING DATE/TIME/PLACE:
Monday, August 18, 2014, 2:00 P.M.
City of Aztec Commission Room
201 W Chaco
Aztec, NM 87410

For further information contact:
Kathy Lamb
Finance Director
City of Aztec
Phone: 505-334-7653
Fax: 505-334-7649
email: klamb@aztecnm.gov

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BIDDING FORMS AND BIDDING REQUIREMENTS

SECTION 0.01 - ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of BID# 15-0438, KSB Submersible Pump, the undersigned agrees that he/she has received a the bid document copy from the City's website.

The City will provide additional bid documents electronically upon receipt the completed acknowledgement form.

Only potential Bidders/Offerors who elect to return this form will receive copies of all future communications, relating to, and including amendments to the Bid if issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

EMAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to document this Bid/RFP

Firm does/does not (circle one) intend to respond to BID 15-0438.

If firm does not intend to reply, please give a brief reason for not responding. _____

Return to:
Kathy Lamb
Finance Director
City of Aztec
201 W Chaco
Aztec, New Mexico 87410
Telephone Number: 505-334-7653
Fax Number: (505) 334-7649

Faxed copies of this form will be accepted.
Faxed **BID** responses **will not** be accepted.

SECTION 0.02 - INVITATION TO BID

BID #15-0438 KSB Submersible Pump

COMPANY NAME / MAILING ADDRESS / CITY / STATE / ZIP (please print)

CONTACT PERSON (please print)

EMAIL

TELEPHONE

IMPORTANT - BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE BID NUMBER AND OPENING DATE CLEARLY INDICATED ON THE FRONT OF THE ENVELOPE. EMAILED OR FAXED BIDS WILL NOT BE ACCEPTED. SUBMITTING A "NO BID" IS NOT REQUIRED TO BE KEPT ON THE CITY'S BIDDERS LIST.

Sealed bids will be received until the **August 18, 2014, 2:00 P.M. MDT** and then opened at the **City of Aztec City Commission Room** and read aloud. This bid is subject to the Purchase Order Terms and Conditions, Bidding Requirements and Specifications.

NEW MEXICO TAX ID NO: _____ **FEDERAL TAX ID NO.:** _____

In-State Preference will be applied only to those in-state certified businesses that have completed the following:

Bidder has received certification from the State of New Mexico for Resident Business Certification. Bidder has been issued Certification # _____ and is therefore eligible for the 5% preference. In-state certification approval is required at the time of the proposal opening to be eligible for in-state preference.

Resident Veterans Preference will be applied only to those bidders who have completed the following along with the Resident Veterans Preference Certification form included in this RFP:

Bidder has received certification from the State of New Mexico for Resident Veterans Preference. Offeror has been issued Certification # _____. Bidder must include their State of New Mexico certificate with their proposal. Resident veterans preference certification approval is required at the time of the proposal opening to be eligible for resident veterans preference.

Payment Terms: _____% _____ Days; Net 30 Days After Receipt of Invoice (Discount Not Considered in computing low bid).

FOB Point: 900 S Oliver Dr, Aztec NM 87410 Delivery: _____ Calendar Days

Bidder must check the appropriate box below:

If applicable, BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S):

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

To be a valid proposal, Bidder must sign here:

_____ **Title** _____

L GENERAL CONDITIONS

CONTRACT DOCUMENTS: The contract documents shall consist of all Bid documents and Addenda issued prior to Bid opening, the Bid Offer, the Notice of Award, the Purchase Order, and any separate written agreement agreed to by the parties.

EXAMINATION: Bidders shall carefully examine the Bid/Contract documents and the sites to obtain first-hand knowledge of existing conditions. Bidders will not be given extra payment for conditions, which can be determined by examining the site and contract documents. It is mutually agreed that the Bidder has made the examinations, investigations and test required herein and has made provisions as to the cost in his bid.

Unless otherwise provided in the SPECIAL CONDITIONS, when the specifications include information pertaining to preliminary investigations made by the City, such information represents only the opinion of the City of Aztec as to the location, character or quantity of the materials encountered. That information is only included for the convenience of the Contractor. The City of Aztec does not warrant the accuracy or the sufficiency of the information and assumes no responsibility therefore.

BONDING: Contractors awarded construction contracts in excess of \$25,000.00 will be required to furnish Payment and Performance Bonds in the amount of 100% of the awarded contract amount.

MATERIALS: Unless otherwise stated, all materials shall be new and both workmanship and materials shall be of good quality.

CORRECTION OF WORK AFTER FINAL PAYMENT: Final payment shall not relieve the vendor of responsibility for faulty materials or workmanship and the vendor shall promptly remedy any defects due thereto.

ADDENDUM AND SUPPLEMENT TO INVITATION TO BID: If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum.

Addendum information is available over the Internet at www.aztecnm.gov. Adobe Acrobat® Reader may be required to view this document. We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.

APPLICABLE CODES AND ORDINANCES: Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

CHANGES: The City of Aztec reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between City of Aztec and the successful Contractor.

COMMENCEMENT OF WORK: The successful Contractor must not commence any billable work prior to the City's execution of the contract or until any required documents have been submitted. Work done prior to these circumstances shall be at the Contractor's risk.

CONFIDENTIAL INFORMATION AND CITY PROPERTY: It is agreed that any and all specifications, drawings, or data furnished by City of Aztec shall (1) remain the City of Aztec's sole and exclusive property; (2) be considered and treated by Contractor as City of Aztec confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

CONTRACTOR PERFORMANCE: The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, contract specifications and attached exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the City. The vendor shall comply with all laws, ordinances, rules, regulations, and specifications that have a bearing on this contract.

F.O.B.: All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without City of Aztec's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

FORCE MAJEURE:

The City of Aztec shall not hold Contractor liable for an extraordinary interruption of events, or damage of City property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

HOLDING OF BIDS:

Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$1,000.00 as liquidated damages for the City's loss in re-bidding.

INDEMNITY:

The Contractor shall, at all times, fully indemnify, hold harmless, and defend the City and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the New Mexico Department of Labor for the Contractor's violation of the New Mexico Prevailing Wage Act

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the City, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the City's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

LAW GOVERNING:

The ITB and resulting contract shall be governed by the laws of New Mexico. Bidder agrees to comply with

all applicable State and Federal laws.

LIENS, CLAIMS, AND ENCUMBRANCES:

Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

MSDS:

Material Safety Data Sheets, upon award of Contract, shall be submitted to the City Procurement Services Division.

MISCELLANEOUS REQUIREMENTS:

The City will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

PATENTS:

Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings in which the City of Aztec, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the City of Aztec whenever infringement will result from Contractor's adherence to specifications supplied by the City of Aztec or by an authorized City representative. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against the City of Aztec, its Officers, agents or employees therein.

PAYMENT:

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing.

PROTEST:

Any protest concerning the award of a contract shall be decided by the Procurement Manager. Protests shall be made in writing to the Purchasing Agent and shall be filed within three (3) business days of final approval and acceptance of the bid by the City Commission. A protest is considered filed when received by the Purchasing Agent. The written protest shall include the name and address of the protestor, the ITB number, a statement of the specific reasons for the protest and supporting exhibits. The Purchasing Agent will respond to the written protest within seven (7) days. The Purchasing Agent's decision relative to the protest shall be final. Upon receipt of a protest the City may, but is not required to, delay its order under the awarded

contract.

RESERVATION OF RIGHTS:

The City of Aztec reserves the right to reject any or all bids failing to meet the City's specifications or requirements and to waive technicalities. If in the City of Aztec's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the City of Aztec. In determining the lowest responsible bidder, the City shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the City and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

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

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

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and shall be made in the best interest of the City.

TERMINATION, CANCELLATION AND DAMAGES:

This contract may be terminated upon mutual agreement of both parties.

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

If the City of Aztec fails to appropriate funds to enable continued payment of multi-year Contracts the City may cancel, without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.

TRANSFER OF OWNERSHIP OR ASSIGNMENT:

The terms and conditions of this contract shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments the City of Aztec must be notified and approve same in writing.

VENUE:

By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in City of Aztec, New Mexico and that New Mexico law will control.

WARRANTY:

The Bidder shall warrant and guarantee all workmanship performed by the Bidder and materials supplied by the Bidder for a minimum period of one (1) year from purchase date, unless otherwise specified in the specifications. Complete warranty information detailing period and coverage must be submitted.

II. SPECIAL CONDITIONS

DELIVERY REQUIREMENTS:

All deliveries shall be made Monday through Thursday between the hours of 7:00 a.m. and 5:00 p.m. local time.

Seller will notify Buyer before making any changes or substitutions of materials and quantities specified on the Purchase Order with cost of cover to be paid by Seller.

DEMONSTRATION:

Pre demonstration of a substitute product may be required to determine suitability for our needs.

PERMITS, FEES, AND NOTICES:

The Awarded Contractor shall secure and pay for all Building Permits and Governmental Fees, licenses, and inspection necessary for the proper execution and completion of the work which are legally required, file all notices, comply with all laws, rules, regulations and lawful orders bearing on the performance of the work.

RENEWAL & EXTENSION:

The contract will not be subject to renewal or extension.

SUBCONTRACTORS:

No Subcontractors will be allowed.

VENDOR QUALIFICATIONS:

Upon request, the vendor shall provide a general history, description and status of their Company.

III. INSTRUCTIONS TO BIDDERS

ON-LINE NOTIFICATION OF SPECIFICATIONS:

This document is available over the Internet at www.aztecnm.gov, as well as from the contact listed in this document. Adobe Acrobat® Reader is required

to view electronic documents on-line. If you do not have Adobe Acrobat® Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html.

Businesses without Internet access may contact the Finance Director at (505) 334-7653 for these documents.

The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

BID REQUIREMENTS:

All bids must be submitted on the blank bid form furnished with these contract documents and shall conform to the terms and conditions set forth in this Invitation to Bid (the ITB). Please make and retain a copy of your response (Bid) for your records. The bid must be enclosed in a sealed envelope bearing the bid number and the printed title of the bid. Bidders must sign, in ink, the bid form where indicated.

Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

ALTERNATE/EQUAL BIDS:

The specifications cannot cover precisely, all minute details of the items required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The City of Aztec, for cost effective measures, standardizes on specific items; those bids will contain the language "NO SUBSTITUTIONS," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "NO SUBSTITUTIONS" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature.

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

The City recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will

benefit the City. Alternates will be compared to the lowest responsive, responsible bid as specified.

FACSIMILE/E-MAIL TRANSMITTALS:

Facsimile and/or e-mail transmitted bids will NOT be accepted by the City of Aztec.

INTERPRETATION OF CONTRACT DOCUMENTS:

If a potential Bidder is uncertain as to the meaning of any part of the specifications or this ITB, the bidder is expected to contact the Purchasing Agent no less than four (4) days prior to bid opening date.

PREPARATION OF BIDS:

The Bidder shall return his bid on the attached bid forms. It must be returned with all pages intact. Please make and retain a copy of the signed bid for your records. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, shall be correctly filled in. Either a unit price or a lump sum price, or both as the case may be, shall be stated for each and every item, either typed in or printed in ink, in figures, and if required in words. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

When a bid consists of a number of items, prices must be submitted for all items unless otherwise directed in the Special Conditions.

Where unit prices are to be bid, and/or where bids are to be made on more than one item, the Bidder shall extend the unit price(s) bid in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the bid and shall indicate same on the proposal pricing page. The Bidder must bid in accordance with the unit(s) of measure called for unless deviation procedure is followed. All extensions and total sums are subject to verification by the City and the correct extensions and sums will be used in the comparison of bids. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail.

Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award. The quantities for all items on which bids are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Bids will be compared on the basis of number of units stated in the Bid Pricing Section. Contract payment for unit price items will be based on the actual number of units delivered.

In certain cases, amounts are to be shown in both words and figures. When discrepancies occur between the

"Written in Words" and the "In Figures" amounts for the total lump sum bid amount, the "Written in Words" shall govern.

Bidders are warned against making any erasures or alterations of any kind, and bids that contain omissions, erasures, conditions, or alterations may be rejected. The bidder must fill in all blanks. Use "N/A" or "None" where applicable.

If the Bidder is a corporation, the President shall execute the bid. In the event that the bid is executed by other than the President, a certified copy of that section of the corporate bylaws or other authorization by the corporation, which permits the person to execute the offer for the corporation, shall be submitted.

If the Bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Purchasing Officer shall be submitted.

If the Bidder is a sole proprietor, the owner shall execute the bid.

A "Partnership" or "Sole Proprietor" operating under an Assumed Name shall be registered with the State of New Mexico.

SUBMISSION OF BIDS:

The Bidder shall be responsible for delivery of bids to the Purchasing Department before the date and hour set for the opening of bids. Late bids will not be considered and will be returned unopened.

All bids must be received in sealed envelopes that state the Bidder's name and address along with the Bid number and title of Bid.

You must allow sufficient time for processing through the City's internal mailroom system.

CONTRACT AWARD INFORMATION:

If the bidder wishes to propose terms and conditions or alternative paperwork he must do so as an exception (see EXCEPTIONS above).

Award notification will be sent to the vendor receiving the award via mail and/or email. Award status can be viewed at the City's Purchasing webpage at www.aztecm.gov.

SECTION 0.03 - NOTICE OF INVITATION TO BID

City of Aztec – KSB Submersible Pump
BID# 15-438

The City of Aztec is accepting bids for a KSB Submersible Pump. Bid documents and specifications may be obtained online by accessing the City's purchasing page through www.aztecnm.gov. Sealed bids will be received by the City of Aztec Purchasing Agent at 201 W. Chaco, Aztec, New Mexico, 87410 until the opening date of Monday, August 18, 2014 at 2:00 p.m. in the City Hall Commission Room.

CITY OF AZTEC
Aztec, New Mexico 87410
Kathy Lamb

Publication: Daily Times, Sunday, August 3, 2014

SECTION 0.04 - BID FORM

BID# 15-0438 City of Aztec – KSB Submersible Pump

TO: City of Aztec, New Mexico Attn: Purchasing Department

201 West Chaco
Aztec, New Mexico 87410

Bid Opening Date: August 18, 2014, 2:00 PM, Aztec Commission Room

Item	Item Description	Delivery Time	Total Price
1	KSB KRT K 150-401/1554XNG-K 208 HP 2960 GPM @ 189 Ft. Dry Pit Motor		\$

DELIVERY DATE: AWARD WILL BE MADE WITH FIRST CONSIDERATION GIVEN TO LOWEST RESPONSIVE, RESPONSIBLE BIDDERS WITH THE EARLIEST DELIVERY DATE.

THERE ARE NO EXCEPTIONS TO THE SPECIFICATIONS OF THE PUMP. Specification sheet must be included with bid.

Delivery is to be made to City of Aztec, Wastewater Plant, 900 S Oliver Dr, Aztec NM 87410, Monday through Thursday, between the hours of 7:00 AM and 5:00 PM. Call (505) 334-7660, 24 hours prior to delivery.

Financial Interest: All Bidders must notify the City's Purchasing Officer if any employee(s) of the City of Aztec have a financial interest in the bidder: Yes _____ No _____

If Yes, please identify the employee(s) by name: _____

Tentative Commission Approval Schedule: Bid Award is tentatively scheduled for August 26, 2014. Results will be posted to the city website and successful vendor will be contacted within seven (7) days of commission action.

The undersigned, as Bidder, hereby declares that the only persons or firms interested in the proposal as principal or principals is or are named herein and that no other persons or firms than herein mentioned have any interest in this proposal or in the contract to be entered into; that this proposal is made without collusion with any other person, company, or parties making a bid or proposal; and that it is in all aspects fair and in good faith without collusion or fraud.

(SEAL) If Bid is by a Corporation

SIGNATURE OF BIDDER

Printed Name of Bidder

Title

Telephone Number

Attest: _____

Fax Number

Title: _____

Email

SECTION 0.05 - RESIDENT CONTRACTOR PREFERENCE

The New Mexico Procurement Code, N.M.S.A. 1978, §§ 13-1-21 et seq. (Repl. 1992), as amended,

provides for a 5% preference which may be applied to the bids of qualified resident businesses and manufacturers. N.M.S.A. 1978, § 13-1-21. Any Bidder desiring to qualify for a preference pursuant to this section must supply a CURRENT preference number along with the Bid. However, Bidders should not attempt to include the preference in the bid. The City of Aztec shall adjust bids of businesses and manufacturers who qualify for a preference at the time of evaluation and award.

IN STATE PREFERENCE NUMBER PROCEDURE:

Per Senate Bill 1, signed by Governor Martinez on October 5, 2011, all resident contractors, wishing to obtain in-state preference, all required to obtain a preference number with the New Mexico Department of Taxation and Revenue (TRD). All In State Preference Numbers issued prior to January 1, 2012 are invalid. It will be the sole responsibility of the Bidders requesting consideration for the Resident Preference to obtain approval and a certification from the TRD prior to the bid opening date.

For additional information, please call 505-827-0951 or go to:

<http://www.tax.newmexico.gov/businesses/pages/in-statepreferencecertification.aspx>

RESIDENT VETERANS PREFERENCE:

In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 and effective July 1, 2012, a new resident veteran's business preference has been implemented. The Taxation and Revenue Department (TRD) will be issuing a three (3) year certificate to each qualified business. Businesses are required to reapply to TRD every three (3) years with the proper documentation to renew their certificate.

Attached is one form to be completed and returned with your bid if your firm will qualify for this preference. The veteran's preference will not be extended without the certificate from TRD **and** the attached Resident Veterans Preference Certification (last page).

This preference is separate from the in-state preference and is not cumulative with that preference.

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

TECHNICAL SPECIFICATIONS

I. BACKGROUND INFORMATION

The City will be making improvements to its raw water diversion in the Animas River. Currently the River Pump Station houses two pumps of different types and manufacture. For maintenance purposes, the City desires to have two pumps of same type and manufacture.

II. SPECIFICATIONS

KSB KRT K 150-401/1554XNG-K 208 HP 2960 GPM @ 189 Ft. Dry Pit Motor

No equivalent substitutions will be considered.