



BID # 2016-518

**ON CALL FIBER OPTIC INSTALLATION
& REPAIR SERVICES**

BID OPENING DATE/TIME/PLACE:
Tuesday, October 20, 2015, 3:00 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

Table of Contents

- INVITATION TO BID3**
- BID NOTICE3**
- ACKNOWLEDGMENT OF RECEIPT FORM4**
- BID CONDITIONS5**
- RESIDENT VETERAN’S PREFERENCE CERTIFICATION9**

- BID FORMS.....10**
- BID SUBMITTAL.....10**
- BIDDER’S CERTIFICATION.....11**
- BASIS OF BID.....12**
- STATEMENT OF BIDDERS QUALIFICATIONS.....15**

- SPECIFICATIONS.....18**
- PART ONE: GENERAL REQUIREMENTS18**
- PART TWO: LABOR19**
- PART THREE: MATERIALS AND INSTALLATION19**
- PART FOUR: JOB ORDER EXECUTION20**
- PART FIVE: JOB ORDER CLOSE OUT20**
- PART SIX: EVALUATION CRITERIA21**

- APPENDIX A: JOB ORDER PROPOSAL FORM22**

BID NOTICE

**NOTICE OF INVITATION TO BID
City of Aztec, NM
On-Call Fiber Optic Installation and Repair
BID # 2016-518**

The City of Aztec is accepting bids for On-Call Fiber Optic Installation and Repair. Bid documents and specifications may be obtained online by accessing the City's purchasing webpage through <http://www.aztecnm.gov/purchasing/office.htm> or by contacting Kathy Lamb at (505) 334-7653 klamb@aztecnm.gov

Sealed bids will be received by the City of Aztec at 201 W. Chaco, Aztec, New Mexico, 87410. Bids will be opened on Tuesday, October 20, 2015 at 3:00 p.m. in the City Commission Room at City Hall.

Publication Date:	October 4, 2015	Farmington Daily Times
	October 9, 2015	TALON

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of BID# **2016-518 OnCall Fiber Optic Installation & Repair**, the undersigned agrees that he/she has received a complete copy of the bid documents and specifications from the City's website or other location.

The acknowledgment of receipt should be signed and returned to the Purchasing Office as soon as possible. Only potential Bidders/Offerors who elect to return this form will receive copies of all future communications, relating to, and including amendments to Bid **2016-518**, 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.

Firm does/does not (circle one) intend to respond to BID **2015-518**.

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
klamb@aztecnm.gov

Faxed or emailed copies of this form will be accepted.
Faxed or emailed **BID** responses **will NOT** be accepted

BID CONDITIONS

ARTICLE 1

GENERAL CONDITIONS

The following general conditions are for furnishing materials or services for the City of Aztec, San Juan County, New Mexico.

The bidder declares that the amount and nature of the materials to be furnished is understood and that the nature of this bid is in strict accordance with the conditions set forth and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The bidder, in submitting this bid, represents that he is in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act and the Americans with Disabilities Act of 1990 (Public Law 101-336).

Unless otherwise stated, the bidder hereby proposes to furnish the items or services bid on, FOB, City of Aztec, 201 W Chaco, Aztec, New Mexico, at the unit prices quoted herein after notice of bid award.

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

The city reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of the City.

The City reserves the right to make single or multiple awards.

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.

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 City of Aztec shall be the sole judge of equality in their best interest and decisions of the City of Aztec as to equality shall be final.

Pursuant to Section 13-1-108 NMSA 1978, the total amount bid shall exclude all applicable taxes including applicable state gross receipt tax or applicable local option tax. Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by the City.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Purchasing Office, the bidder shall be responsible for actual delivery of the bid to the Purchasing Office before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of the City of Aztec beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened. Bid deposited with the City cannot be withdrawn prior to the time set for opening Bids. Request for non-consideration of Bids must be made in writing to the Purchasing Office and received by the City prior to the time set for opening Bids. After other bids are opened and publicly read, the Bid for which non-consideration is properly requested may be returned unopened. The bid may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that his bid has been carefully reviewed and checked and that is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder. After Bids are opened and publicly read, the Bids will be tabulated for comparison on the basis of the bid prices and quantities shown in the Bid. Until final award by the City of Aztec, the City reserves the right to reject any or all Bids, to waive technicalities, and to re-

advertise, or proceed to do the work otherwise when the best interests of the City will be realized hereby.

Bids will be considered irregular if they show any omissions, alternation of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities to make the award in the best interest of the City.

1. Bids received after the time limit for receiving Bids as stated in the advertisement.
2. Bids containing any irregularities.
3. Unbalanced value of any items.

Bidders may be disqualified and their Bids not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Bidders.
2. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the work contemplated.
3. The Bidder being interested in litigation against the City.
4. The bidder being in arrears on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
6. Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded the successful bidder may not assign his rights and duties under an award without the written consent of the City's Purchasing Office. Such consent shall not relieve the assignor of liability in event of default by his assignee.

Delivery date is an important factor to the City and may be required to be a part of each bid. The City of Aztec considers delivery time to be that period elapsing from the time the individual order is placed until that order or work there under is received by the City at the specified delivery location. The delivery date indicated a guaranteed delivery at Aztec, New Mexico. In evaluating any guaranteed date of delivery, past delivery and service performance on previous City contracts will be considered. The City reserves the right to reject any bid if the guaranteed delivery date of any bidder is indicated unlikely because of the non-availability of stock in the vicinity of Aztec, New Mexico or failure of the bidder to meet guaranteed delivery dates or

service performance on any previous City order.

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O. B Aztec, New Mexico, all freight prepaid.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing office, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery of performance schedule because of such delay.

All bids shall specify terms and conditions of payment which will be considered as part of, but not control, the award of bid. City review, inspections, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if the opinion of the Purchasing Office upon the review, inspections and processing procedures can be completed within the specified time.

It is the intention of the City of Aztec to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arises. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Purchasing Office or requesting Department and must be given a Purchase Order Number to be valid.

Payment will not be made by the City until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services and otherwise complied with City Purchasing procedure, unless this provision is waived by the City. In case of default of the successful bidder, the City of Aztec may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current productions and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, he shall notify the Purchasing Office immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

RESIDENT 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 (does not apply if federal funds involved). Any Bidder desiring to qualify for a preference pursuant to this section must supply a 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.

NEW MEXICO CERTIFICATION NUMBER: Each Bidder who wishes to qualify for the New Mexico Resident Preference, herein, must submit a qualifying New Mexico Certification Number. In order to obtain such a number, a Bidder must submit a "Resident Bidder Certification Questionnaire" to the State of New Mexico, Taxation & Revenue Department. In order to qualify for the Resident Preference, the Bidder must be certified and issued a New Mexico Certification Number **prior** to the bid deadline, time and date.

MULTIPLE BIDS: More than one bid submitted will be grounds for disqualification unless the prime offer is so designated with alternate bid clearly marked as such. No alternate bid will be awarded unless the same bidder has submitted the lowest prime bid meeting specifications. If the low bidder's alternate bid meets specifications, then the bid may be awarded to that alternate bid.

The only approved contact shall be with the Procurement Specialist listed in this bid. Bidders making contact with any other City official or City employee regarding this Bid may be disqualified.

All bids and related documents are subject to the "Inspection of Public Records Act," Chapter 14, Article 2, NMSA 1978.

By law (Section 13-1-191, NMSA, 1978) the City is required to inform Bidders of the following: (1) 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); (2) 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); (3) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); (4) it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

Any protest by a Bidder must be timely and in conformance with Section 13-1-172, NMSA, 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive Bidders shall begin on the day following the City's written notification to all responding Bidders. Protests must be written and must include the name and address of the protestor and the number assigned to this Bid by the City. It also must contain a statement of grounds for protest including appropriate supporting exhibits. The timely protest must be delivered to

Purchasing Office
City of Aztec
201 W Chaco
Aztec NM 87410

Any protest concerning the award of a contract shall be decided by the Procurement Specialist. Protests shall be made in writing to the Purchasing Office 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 Office. 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 Specialist will respond to the written protest within seven (7) days. The Purchasing Specialist'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.

ARTICLE 2

SPECIAL CONDITIONS

Subcontracting: The Contractor shall not subcontract out any portion of the Agreement without the prior written approval of the Purchasing Office. No such subcontracting shall relieve the Contractor from its obligations and liabilities under the Agreement, or shall any subcontracting obligate payment from the City.

Term: The term of this agreement shall be for one (1) year from the date of award with the option to extend for a period of one (1) additional year, on a year by year basis, by mutual agreement of all parties and approval of the City of Aztec Finance Director at the same price, terms and conditions. This agreement shall not exceed two (2) years.

Materials: The City may supply and install any and/or all materials needed for each project depending on the size and scope of each project assigned.

ARTICLE 3

SPECIFICATIONS

Specifications are based upon design and performance criteria which have been developed by the City of Aztec as a result of extensive research and careful analysis of the data. Subsequently, these specifications reflect the only type of equipment, material(s) or supplies that is /are acceptable at this time. Therefore, exceptions may be accepted if they are minor, equal or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The exceptions shall refer to the specifications page and paragraph number. The Purchaser shall determine which (if any) exceptions are acceptable and this determination shall be final.

ARTICLE 4

INSURANCE REQUIREMENTS

Contractor shall carry and maintain insurance in the following amounts:

General Liability - \$1,000,000 CSL (Combined Single Limits)

Auto Liability - \$1,000,000 CSL (Combined Single

Limits)

Workers Compensation – Statutory limits pursuant to the New Mexico Workers Compensation Act.

The certificate shall specifically provide that the coverage afforded under the policy or policies will not be canceled or be materially changed until prior written notice has been given to the City. **The Contractor shall furnish a certificate of insurance showing that the City is additionally insured prior to commencing work.**

ARTICLE 5

DEFINITIONS

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the material/items to be procured or the Work to be performed.

Bidder - Any person, firm, or corporation submitting a Bid for the material/items or Work.

Calendar Day - A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

City - The City of Aztec, New Mexico.

Contract Price - The total monies payable to Bidder or the price established for each of the payment items listed in the Bid Schedule as the context indicates.

Dispute - Lack of agreement between any parties that have any obligations, duties or responsibilities under the terms of the Bid.

Proposal - The offer of a Bidder, on the prescribed form, to provide the material/items or perform the Work at the prices on the Bid Schedule.

State - The State of New Mexico.

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.

BID SUBMITTAL

2016-518 OnCall Fiber Optic Installation & Repair

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 **October 20, 2015, 3:00 P.M. MDT** and then opened at the **City of Aztec Commission Room** and read aloud. This bid is subject to the Purchase Order Terms and Conditions, Bidding Requirements and Specifications. This is an informal bid process, award of bid will be made by Purchasing Office, subject to the approval of the City Manager.

REQUIRED INFORMATION	
<hr/> COMPANY NAME/ADDRESS/CITY/STATE/ZIP	
<hr/> CONTACT PERSON	<hr/> TELEPHONE NUMBER
<hr/> TITLE	<hr/> EMAIL ADDRESS
If a corporation, state of incorporation: _____	
TAX ID NO.: _____ NEW MEXICO CONTRACTORS LICENSE NO.: _____	
NEW MEXICO CONTRACTORS LICENSE CLASSIFICATIONS:	
<hr/> NEW MEXICO DEPT OF WORKFORCE SOLUTIONS – PUBLIC WORKS REGISTRATION NO.:	
<hr/> _____	

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).

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 _____

BIDDER’S CERTIFICATION

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

E. **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:

To be a valid proposal, Bidder must sign here:

Title _____

BASIS OF BID

2016-518 ONCALL FIBER OPTIC INSTALLATION & REPAIR

TO: City of Aztec, New Mexico
Attn: Purchasing Office
201 West Chaco
Aztec, New Mexico 87410

The undersigned hereby proposes to provide all equipment and service for the City of Aztec – **2016-518 ONCALL FIBER OPTIC INSTALLATION & REPAIR** as per the bid specifications. Advertisement inviting bids dated October 4, 2015. **Statement of Bidders Qualifications** must be submitted with bid.

Item #	Item	Unit	Unit Price
001	Fusion Splice	Each	
002	Hand Termination	Each	
003	Power Meter Testing	Each	
004	OTDR Testing	Each	
005	Engineer <i>Regular hours worked</i>	Hour	
006	Engineer <i>After hours worked</i>	Hour	
007	Engineer <i>Weekend hours worked</i>	Hour	
008	Engineer <i>Holiday hours worked</i>	Hour	
009	Supervisor <i>Regular hours worked</i>	Hour	
010	Supervisor <i>After hours worked</i>	Hour	
011	Supervisor <i>Weekend hours worked</i>	Hour	
012	Supervisor <i>Holiday hours worked</i>	Hour	
013	Field Supervisor <i>Regular hours worked</i>	Hour	

014	Field Supervisor <i>After hours worked</i>	Hour	
015	Field Supervisor <i>Weekend hours worked</i>	Hour	
016	Field Supervisor <i>Holiday hours worked</i>	Hour	
017	Lead Technician <i>Regular hours worked</i>	Hour	
018	Lead Technician <i>After hours worked</i>	Hour	
019	Lead Technician <i>Weekend hours worked</i>	Hour	
020	Lead Technician <i>Holiday hours worked</i>	Hour	
021	Technician <i>Regular hours worked</i>	Hour	
022	Technician <i>After hours worked</i>	Hour	
023	Technician <i>Weekend hours worked</i>	Hour	
024	Technician <i>Holiday hours worked</i>	Hour	
025	Apprentice Technician <i>Regular hours worked</i>	Hour	
026	Apprentice Technician <i>After hours worked</i>	Hour	
027	Apprentice Technician <i>Weekend hours worked</i>	Hour	
028	Apprentice Technician <i>Holiday hours worked</i>	Hour	
025	Laborer <i>Regular hours worked</i>	Hour	
026	Laborer <i>After hours worked</i>	Hour	
027	Laborer <i>Weekend hours worked</i>	Hour	
028	Laborer <i>Holiday hours worked</i>	Hour	

029	Vehicle	Hour	
030	Bucket Truck	Hour	
031	Splice (Lab) Truck	Hour	
032	Materials – Cost Plus Rate		
033	Mileage Rate	Per Mile	

SIGNATURE OF BIDDER

Printed Name of Bidder

Title

Telephone Number

Fax Number

Email

(SEAL) If Bid is by a Corporation

Attest: _____

Title: _____

STATEMENT OF BIDDERS QUALIFICATIONS

TO BE COMPLETED AND SUBMITTED WITH BID

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder and N.M. CONTRACTOR'S License Number.

Permanent main office address.

When organized?

If a corporation, where incorporated?

How many years have you been engaged in the contracting business under your present firm or trade name?

Scheduling. (How would award of the bid be scheduled with your existing commitments)

General Character of work performed by your company.

Have you ever failed to complete any work awarded to you? If so, where and why?

List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

List your major equipment available for this contract.

Work experience for City of Aztec.

Background and experience of the principal members of your organization, including the officers.

The undersigned hereby authorizes any person, firm, or corporation to furnish any information requested by the OWNER in verification of this Statement of Bidder's Qualifications

Dated at _____ this _____ day of _____, 2015

Name of Bidder _____

By: _____

Title: _____

State of _____)

County of _____)

_____ being duly sworn deposes and says that he/she is
_____ of _____

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2015

(Notary Public)

My Commission expires _____, _____.

SPECIFICATIONS

The City of Aztec desires to establish a price agreement with a qualified firm to provide fiber optic installation and repair services;

- Splicing of single and multi mode fiber optic cable via fusion splicing
- Termination of single mode and multi mode fiber optic cable using factory made terminations via fusion splicing
- Handmade terminations of single and multi mode fiber optic cable.
- Installation of fiber optic cable inside plant and outside plant.
- Installation of splicing enclosures and related equipment, inside and outside plant.
- Power meter testing
- OTDR testing
- Documentation of installation and splicing test results.
- Respond to emergency call for testing and repair of fiber

Scheduled projects for this fall/winter include:

- Substation metering project; Fusion splice and make up 48 count fiber on pole , Terminate 12 fiber with ST connectors at each end of run in building or control room. Fusion Splice 12 count fiber to 48 count in outside splice vault. Fusion Splice 12 count fiber to 48 count on pole, OTDR Test all splices, fiber and connectors on fiber run. Contractor to provide all materials needed to complete project. Fiber provided and installed by City personnel.
- Water pump station to Water treatment plant: Fusion splice 12 count fiber on pole and make up in two locations, Terminate fiber with ST connectors in building at three locations, OTDR Test all splices, fiber runs and terminations. Contractor to provide all materials needed to complete project. Fiber installed and provided by City personnel.

PART ONE: GENERAL REQUIREMENTS

Term: The term of this agreement shall be for one (1) year from the date of award with the option to extend for a period of one (1) additional year, on a year by year basis, by mutual agreement of all parties and approval of the City of Aztec Finance Director at the same price, terms and conditions. This agreement shall not exceed two (2) years.

Materials: The City may supply and install any and/or all materials needed for each project depending on the size and scope of each project assigned.

Job Order Limits: A single Job Order project will be limited to total costs not to exceed \$59,999. The City is not allowed to separate work and issue separate purchase orders whose combined total exceed the job order limits in order to utilize this agreement. It is unknown, the volume of work that may be generated by this Agreement.

New Mexico Contractors License: Contractors shall be licensed for the work to be performed by this Agreement by the State of New Mexico, Regulation and Licensing Department, Construction Industries Division (CID). Contractor shall have experience in all areas of work as described above. Staff performing work shall be experienced and qualified in areas related to the Agreement.

Insurance: Contractor shall carry and maintain insurance in the following amounts:

General Liability - \$1,000,000 CSL (Combined Single Limits)

Auto Liability - \$1,000,000 CSL (Combined Single Limits)

Workers Compensation – Statutory limits pursuant to the New Mexico Workers Compensation Act.

The certificate shall specifically provide that the coverage afforded under the policy or policies will not be canceled or be materially changed until prior written notice has been given to the City. The Contractor shall furnish a certificate of insurance showing that the City is additionally insured prior to commencing work.

Construction Agreement Performance and Payment Bonds: 13-4-18 NMSA 1978, requires construction agreement performance and payment bond as follows:

If a job order is issued in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City of Aztec Purchasing Office and shall become binding on the parties upon the execution of a Construction Agreement. If a Contractor fails to deliver the required performance and payment bonds, the Contractor will not be authorized to perform the work specified in the job order and the City will seek qualified contractors to perform the work identified in the job order.

The performance bond, executed by a surety company authorized to do business in the State of New Mexico, in an amount equal to one hundred percent of the price specified in the Construction Agreement; and a payment bond, executed by a surety company authorized to do business in the State of New Mexico, in an amount equal to one hundred percent of the price specified in the Construction Agreement, for the protection of all persons supply labor and material to the Contractor or its subcontractors for the performance of the work provided for in the Construction Agreement.

Safety and Control: The Contractor is fully responsible to provide adequate barriers and protection when performing work related to this Agreement. The Contractor will provide employees with adequate and appropriate personal protective equipment and will be responsible for controlling the area of construction. The Contractor will maintain all equipment in good, safe working conditions.

Clean-Up: Contractor will be responsible for all associated clean up during and after construction. At the end of each work day, Contractor will perform clean-up necessary to keep the job site in a safe and orderly fashion. Contractor will be responsible for all costs associated with project debris.

During the job order meeting, the Contractor and the City using department will determine if any materials may be salvageable and will determine responsibility for these items, including reuse, disposal or storage for future purposes.

PART TWO: LABOR

Labor Pricing: Agreement prices do not include New Mexico Gross Receipts Tax (NMGRT). NMGRT shall be added for labor at the current rate for the job site. NMGRT will be shown as a separate item when billing is submitted or when quotations are provided.

Labor costs will include all contractor overhead, profit, the cost of tools, taxes, insurance and fees necessary to perform the work.

Travel: The Contractor may include mileage charges, based on per mile rates, as needed to perform work associated with this Agreement at the per mile rate provided in this Agreement. Mileage billed per trip may not exceed fifty (50) miles one way. All mileage charges will be clearly shown on the Job Order Proposal Form.

PART THREE: MATERIALS AND INSTALLATION

Materials: Contractor shall submit billing for materials, based cost plus rate in this Agreement. Any unused, billed materials will become the property of the City of Aztec, unless otherwise agreed to in the job order.

The City requires that the Contractor utilize the highest quality materials at the best obtainable price and readily

available for the Job Order.

The City reserves the right to supply any/or all materials required for use on the project.

When billing, the Contractor shall provide copies of invoices showing the materials purchased for the Job Order. Payment for materials will be based on actual Contractor pricing as supported by actual invoices.

Equipment Rental: If special equipment is required to perform the work required in a job order, the Contractor may bill for the cost of said equipment, at the actual cost of renting the equipment. Invoices will be attached to billing in order for payment to be approved. Contractor will notify the using department of the need to rent equipment.

Contractors Warranty: Contractor shall provide a One-Year Labor and Materials warranty, beginning from the date of final payment. Materials warranty will be limited to new materials installed as part of the work. Material warranties will not apply to reused materials or parts.

Manufacturer's Warranty: When available, the Contractor will provide extended manufacturer's warranties for materials installed under this agreement.

PART FOUR: JOB ORDER EXECUTION

Procedure for job order execution:

1. The using City Department shall develop and provide the Contractor:
 - a. Scope of Work
 - b. Project Schedule
 - c. Schedule site visit with Contractor
2. Contractor shall provide a Job Order Proposal within five (5) work days of City Department notification or as otherwise determined during site visit.
3. Upon Department acceptance of Job Order Proposal, City Department will initiate actions for the issuance of a purchase order and will request the Contractor execute the necessary performance and material payment bonds for job orders in excess of \$25,000 as required herein.
4. Purchase order will serve as Contractors notice to proceed.
5. Construction time will begin within five (5) working days, after receipt of the Purchase Order.
6. Contractor may only submit progress payments up to 95% of the total project cost, until final completion is achieved.
7. **Emergencies:** Exception to #1 and #2 will be emergency situations as determined by the City Department. In these situations, a Job Order Proposal will be submitted to the City Department within 72 hours of emergency site visit. Response time on emergency: Site visit within 12 hours of notification, work to begin immediately thereafter.

PART FIVE: JOB ORDER CLOSE OUT

1. When the Contractor determines that work is substantially complete (95%) will request the City Department for a Project Close-Out Inspection.
2. City Department will perform inspection within five (5) work days and develop a "Punch List" of items that need correcting.

3. The two parties agree that the "Punch List" is part of the scope of work.
4. Contractor will immediately take steps to complete the "Punch List" items within five (5) work days of receipt of "Punch List".
5. Upon completion of "Punch List", the Contractor will request final inspection and submit the final request for payment. Upon verification of all work completed, the City Department will process the final request for payment.

PART SIX: EVALUATION CRITERIA

Method of award will be determined based on lowest responsive bidder, using the following formula:

- 001 Fusion Splice
- 002 Hand Termination
- 004 ODTDR Testing
- 017 Lead Technician
- 021 Technician
- 025 Laborer
- 030 Bucket Truck
- 031 Splice Truck
- 032 Materials Cost Plus Percentage Rate
- 033 Mileage Rate

APPENDIX A: JOB ORDER PROPOSAL FORM

CONTRACTOR NAME			
CITY AGREEMENT NUMBER			
PROJECT NAME			
SITE VISIT DATE		PROPOSAL DATE	
Material Costs			
Based on attached list of materials with estimated material costs. Materials will be billed based on actual invoiced costs.			\$
Labor Costs			
Item	Quantity	Unit Cost	Extended Cost
Labor Subtotal			\$
Travel Costs			
Number of Trips:			\$
Splicing/Termination/Testing Costs			
Item	Quantity	Unit Cost	Extended Cost
Splicing/Termination/Testing Costs Subtotal			\$
Equipment Costs			
Item	Quantity	Unit Cost	Extended Cost
Equipment Subtotal			\$
Other Costs			
Equipment Rental	Based on Attached List.		
Performance Bond (Jobs over \$25,000)			
Material Payment Bond (Jobs over \$25,000)			
Estimated NM Gross Receipts Tax			
Other Costs Subtotal			\$
TOTAL JOB ORDER			\$
Number of Calendar Days to Complete Job:			

Signature _____

Date _____