



City of Aztec
Vendor/Contractor Registration Form

For Aztec Use Only Vendor No: _____
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City of Aztec
Purchasing Division
201 W Chaco
Aztec, NM 87410
505-334-7656
505-334-7657

Email Address: _____

Website Address: _____

Subject: Vendor/Contractor Registration

We request to be added to your "Vendor List" in accordance with your governing guidelines.

Firm Name: _____

Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

"Remit To" Address (if different): _____

Telephone: Day: _____ Night: _____ Fax: _____

City of Aztec Business License No., if applicable: _____

Do you offer an early payment discount? No Yes
State terms _____

State Contractor's Licenses No.: _____

Bonded with: _____

Liability Insurance with: _____

Please write commodity and/or area of construction your business would like an opportunity to bid on at the City of Aztec:

Commodity Name
(Vendor's/Supplier's Only)

1. _____
2. _____
3. _____
4. _____
5. _____

Construction Type
(Contractor's Only)

1. _____
2. _____
3. _____
4. _____
5. _____

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 an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, and sex in the performance of this contract.

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.

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. The City will pay for any taxes due on the contract and will pay any increase in

applicable taxes due on the contract and will pay any increase in applicable taxes which become effective after the date the contract is entered into in addition to the bid total based upon separate billings which the successful bidder shall submit with each request for payment. Taxes shall be shown as a separate amount on such billing or request for payment and shall separately identify each tax being billed.

To assist the City with budget preparation, the bidder shall complete the paragraph on the bid schedule of this bid and shall identify by name each tax; bidder believes to be applicable to this bid and shall estimate the amount of each tax which will be charged on the entire bid. Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Purchasing Agent, the bidder shall be responsible for actual delivery of the bid to the Purchasing Department 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 or 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 Department and must be given a Purchase Order Number to be valid. All Purchase Orders will be paid upon completion of delivery and acceptance.

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 Agent 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. 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, Department of General Services Purchasing Division, Joseph M. Montoya Building, 1100 St. Francis Drive, Room 2021, Santa Fe, NM 87503. 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.

ARTICLE 2
SPECIAL CONDITIONS
SUPPLIES

Periodic deliveries will be made only upon authorization of the Purchasing Department and shall be made if, as , and when required and ordered by the City at such intervals as directed by said Purchasing Department.

Deliveries shall be to the location identified in each order within the City of Aztec.

The quantities shown on the bid are estimated quantities only. The City of Aztec reserves the right to purchase more than or less that the quantities shown. In any event, the unit bid prices shall govern.

The contract will be awarded at the prices bid for a period of time set forth in the Bid Schedule.

Bidder warrants that all deliveries made under the Contract will be of the type and quality specified; and the City's Purchasing Agent may reject and/or refuse any delivery which falls below the quality specified in the specifications. The City shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded.

All manufacturers' warranties shall insure to the benefit of the City, and replacement of defective materials shall be made promptly upon request.

Failure by the Contractor to make reasonable delivery as and when requested shall entitle the Purchasing Agent to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Contract for amounts, if any, paid by the City over and above the bid price.

All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the City, free and clear of any materialman's, supplier's or other liens.

Regardless of the award of a Contract hereunder, the City retains the right to purchase the same or similar materials or items from other sources should it be determined that doing so would be in the City's best interest, based on cost and quality considerations; however, in such event, the Contractor will be given the first option of meeting or rejecting the proposed alternate source's lower price or higher quality.

Acceptance by the City of any delivery shall not relieve the Contractor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specification the waiving the City's right to request replacement of defective material.

ARTICLE 3
SPECIAL CONDITIONS
EQUIPMENT

Employment other than current year models will not be considered as responsive to the Specifications. It is the intention of the City to purchase based on the Specifications, a standard production model. In addition to the equipment set out in the Specifications, the units shall include all equipment set out in the manufacturer's literature as standard equipment. They shall include all exterior moldings, name plates, medallions, series identifications, and chrome of every description that is usual for standard stock models of this series.

Compliance with or variations from the specifications must be noted as to each item on Specification Sheet. This requirement must be met even though the Purchasing Agent may alter the specifications in the form of an addendum to accommodate variance. A request for a change in the specifications to accommodate a variation must be called to the attention of the Purchasing Agent at least 24 hours before the bid opening date.

All requests for such changes will be considered and the merits weighed. Only those changes in specifications deemed to be in the best interest of the City will be made. In the event of a change in specifications, an addendum will be supplied to bidders.

The unit shall be completely assembled, lubricated, adjusted, with all equipment including standard and extra equipment installed and the unit made ready for operation.

Bidders must fill in all information asked for in the blanks provide under each item. Failure to completely describe the equipment may result in rejection of the Bid. The City reserves the right to evaluate variations from the specifications and its judgment in such matters shall be conclusive.

The Bidder shall attach hereto, as part of this Bid, regularly printed literature published by the factory, which sets forth and describes the equipment he proposes to furnish. Manufacturer's standard warranty for part and labor must be included in this Bid. For bids on more than one unit of equipment, the City reserves the right to make multiple purchases from more than one bidder if it deems such action to be in its best interest.

ARTICLE 4
SPECIAL CONDITIONS
VEHICLES

Vehicles other than current year models will not be considered as responsive to the specification. It is the intention of the City to purchase based on the specification, a standard production model. In addition to the equipment set out in the specifications, the units shall include all equipment set out in the manufacturer's literature as standard equipment. They shall include all exterior molding, name plates, medallions, series identifications, and chrome of every description that is usual for standard stock models of this series.

Compliance with or variations from the specifications must be noted as to each item on the Specification Sheet. This requirement must be met even though Purchasing may alter the specifications in the form of an addendum to accommodate variance. A request for a change in the specifications to accommodate a variation must be called to the attention of the Purchasing Department at least 24 hours before the bid opening date.

All requests for such changes will be considered and the merits weighted. Only those changes in specifications deemed to be in the best interest of the City will be made. In the event of a change in specifications, an addendum will be supplied to bidders.

The units shall be completely assembled, lubricated, adjusted, with all equipment installed and the units made ready for continuous operation with a minimum of five (5) gallons of fuel.

The successful Bidder shall furnish a Manufacturer's Statement of Origin and owner's manual with delivery of each unit.

For bids on more than one unit of equipment, the City reserves the right to make multiple purchases from more than one Bidder if it deems such action to be in its best interest.

All equipment covered by this Bid shall be delivered from point of assembly to the City Aztec area by railway freight or conveyed by truck. Exceptions to this must be received by the Purchasing department in writing in this Bid form.

ARTICLE 5
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 6
INSURANCE REQUIREMENTS
(CONSTRUCTION OR INSTALLATION ONLY)

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.**