



**BID # 2017-551**

**WEED CONTROL SERVICES**

**BID OPENING DATE/TIME/PLACE:**

**Monday, August 29, 2016, 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](mailto:klamb@aztecnm.gov)

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**BID NOTICE**

**NOTICE OF INVITATION TO BID  
City of Aztec, NM  
Weed Control Services  
BID # 2017-551**

The City of Aztec is accepting bids for Bi-Annual Weed Control Services. Bid documents and specifications may be obtained online by accessing the City's purchasing webpage through <http://www.aztecnm.gov/purchasing/bids-informal.html> or by contacting Kathy Lamb at (505) 334-7653 [klamb@aztecnm.gov](mailto: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 Monday, August 29, 2016 at 3:00 p.m. in the City Commission Room at City Hall.

Publication Date: August 11, 2016 Farmington Daily Times

**ACKNOWLEDGMENT OF RECEIPT FORM**

In acknowledgment of receipt of BID# **2017-551 WEED CONTROL SERVICES**, 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 **2017-551**, 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 **2017-551**.

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@aztecm.gov](mailto:klamb@aztecm.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 three (3) additional years, 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 four (4) years.

## **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 VETERAN'S PREFERENCE CERTIFICATION**

**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

2017-551 Weed Control Services

**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 **August 29, 2016, 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: _____	
STATE 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.

**City of Aztec Business License**

A City of Aztec Business License is not required to submit a bid. However, if awarded bid, the

successful bidder will be required to obtain a City of Aztec Business License prior to execution of contract agreement. Information regarding City's business license process is available on <http://www.aztecnm.gov/business/center.html>

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 anything 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**

**2017-551 WEED CONTROL SERVICES**

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 – **2017-551 WEED CONTROL SERVICES** as per the bid specifications.

Advertisement inviting bids dated August 10, 2016.

**Bid Submittal Form, Basis of Bid, Statement of Bidders Qualifications, NM Registration, Certificate of Insurance, W-9, and Service Application Plan** must be submitted with bid.

Bid Award will be by bid item and may not include all items on the bid schedule.

ITEM	DESCRIPTION	DEPT	COST PER SPRAY	TOTAL ANNUAL SPRAY (TWO APPLICATIONS ANNUALLY)
1	W Aztec Blvd (SJC Complex to Main Ave)	GS		
2	NE Aztec Blvd (Main Ave (550/516) to Hampton Arroyo Bridge)	GS		
3	Main Ave (Aztec Blvd to S. Rio Grande Ave)	GS		
4	Main Ave (S. Rio Grande Ave to City Limits)	GS		
5	S. Rio Grande Ave. (Main Ave to city limits)	ST		
6	N. Rio Grande Ave (NE Aztec Blvd to Lovers Ln)	ST		
7	Ash Ave (W Aztec Blvd to Llano St)	ST		

ITEM	DESCRIPTION	DEPT	COST PER SPRAY	TOTAL ANNUAL SPRAY (TWO APPLICATIONS ANNUALLY)
8	W Chaco St (W Aztec Blvd to Main Ave) <b>EXCLUDE Hi-Country Dealership</b>	ST		
9	E Chaco St (Main Ave to Church Ave)	ST		
10	Chuska St (S. Ash Ave to S. Church Ave)	ST		
11	Zia St (S. Ash Ave to S. Church Ave)	ST		
12	Municipal Complex and Minium Park	GS		
13	S. Main Gateway (In front of Aztec Urgent Care, north of Rio Grande and Main Intersection)	GS		
14	Ruins Rd (W Aztec Blvd to Stop Sign before Aztec Ruins National Monument)	ST		
15	Parkland Dr Property (Between 437 & 501 Parkland Dr)	ST		
17	Oliver Boost Station (Airport Dr) West Water Tank	WA		
18	Waste Water Plant (S. Oliver Dr)	WW		
19	Public Works Yard (610 Western Dr)	WWC		
20	Electric Yard and Substation (402 S. Light Plant Rd)	EL		
21	Rodeo Arena at Riverside Park	GS		

ITEM	DESCRIPTION	DEPT	COST PER SPRAY	TOTAL ANNUAL SPRAY (TWO APPLICATIONS ANNUALLY)
22	Llano Lift Station (at Hartman Park on north side of parking lot near the bridge)	WW		
23	Animas River Pump Station (CR 2999)	WA		
24	Ditch Pump (CR 2978)	WA		
25	Water Treatment Plant (201 Navajo Dam Rd)	WA		
26	Reservoir #1 and #2	WA		
27	Animal Care & Shelter (825 Sabena St)	AC		
28	Kart Kanyon and Motocross Track	GS		
29	Tiger Park (1301 Old Spanish Trl)	GS		
30	Blanco Water Tank (Blanco St)	WA		
31	Old Pinon Plaza (HUB) 119 S. Church Ave	ED		
32	Senior – Community Center Complex 101 S. Park Ave	SC		
33	General Services Yard 307 S. Ash Ave	GS		
34	Alleys around the City (estimated 11 miles or 1,185,431 sq ft )	ST		

ITEM	DESCRIPTION	DEPT	COST PER SPRAY	TOTAL ANNUAL SPRAY (TWO APPLICATIONS ANNUALLY)	
35	Pepsi Way / Phoenix Ct	GS			
36	Bladder Tank Pump House (1030 S. Main Ave, across from electric substation)	WA			
37	Bladder Tank (2000 S. Main Ave)	WA			
38	Lower East Aztec Tank Navajo Dam Rd	WA			
39	Upper East Aztec Tank CR2550	WA			
ITEM	DESCRIPTION	DEPT	CHEMICAL (PER SPRAY)	APPLICATION (PER SPRAY)	TOTAL ANNUAL SPRAY (TWO APPLICATIONS ANNUALLY)
16	Aztec Municipal Airport Chemical cost must be submitted separate from application cost due to grant funding requirements	AI			

Bidder acknowledges the requirement of special spray due to proximity to drinking water for bid items 22, 25, 26, 28 and 35.

\_\_\_\_\_  
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 SEALED 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 OR applicable registration numbers for work to be performed.

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 \_\_\_\_\_, 2016

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 \_\_\_\_\_, 2016

\_\_\_\_\_  
(Notary Public)

My Commission expires \_\_\_\_\_, \_\_\_\_\_.

## **SPECIFICATIONS**

### **Scope of Work**

The City of Aztec is requesting sealed bids for weed spraying at various locations around the City in the spring and fall. Applicators will need to be certified and have a current registration with the State of New Mexico. **Current registration is to be included with sealed bid.** Contractor shall notify the City a minimum of 24 hours prior to application. All work must be verified by the City.

The bidder should also include a rate per square yard on the bid form for the purpose of spraying above and beyond the work included in the bid.

### **Coordination**

All spraying will be coordinated with the General Services Director prior to commencement of spraying.

Time frame for spraying:

Spring:            March 1<sup>st</sup> through April 15<sup>th</sup>  
Fall:                October 1<sup>st</sup> through November 15<sup>th</sup>

### **Employee Protection**

The Contractor shall ensure that all of Contractor's employees, including those of all subcontractors, have received all of the training required to properly carry out activities by contractor on behalf of the City under this contract. Such training is to include, but not be limited to, all applicable sections of the State and Federal OSHA. Further, Contractor is responsible for providing their employees with all necessary personal protective equipment such as special clothing, head, respiratory, eye, hand, and foot protection needed in the performance of this contract. The Contractor will make sure their employees abide with their safety plan and the safety plan for the facility being serviced. If these plans are in disagreement, the more stringent shall be used.

### **Experience**

Each bidder shall submit, with the sealed bid, on the form furnished for that purpose, a Statement of Bidder's Qualification, experience in performing/completing the type of work identified in this Bid Proposal, verification of any required licensing, the organization, personnel and equipment available for the work contemplated, and when specifically requested by the City of Aztec, a detailed financial statement.

### **Local Conditions Affecting Work**

**Each Bidder shall visit the site of the project work and be thoroughly and fully informed relative to hazards and procedure, labor and all other conditions and factors, local and otherwise, which would affect the implementation and completion of the work and the cost of performing such work, including the availability and cost of labor and available facilities for transportation, handling and storage of materials and equipment. Each Bidder shall be fully informed of natural hazards, drainage, runoff, structure locations and other special features of the project work. It is understood and stipulated**

### **Invoicing**

Invoices must show an itemization according to the purchase order issued and an amount due. Invoices are to be submitted within two weeks of completion of bi-annual spraying. Failure to invoice properly will delay payment. Payment in full will be deemed acceptance of work.

**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.

Certificate of insurance, including the above minimum coverages, shall be submitted with sealed bid proposal.

Successful contractor: The City will be identified as an additional insured. 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 prior to commencing work.

**Service Application Plan**

Contractors will provide a complete service application plan. This plan will include a list of the chemicals. Service application plan will be submitted with sealed bid proposal.

**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 weed spraying. The Contractor will maintain all equipment in good, safe working conditions.

**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 three (3) additional years, on a year by year basis, by mutual agreement of all parties and approval of the City of Aztec City Manager at the same price, terms and conditions. This agreement shall not exceed four (4) years.

**Traffic Control**

Contractor is required to follow the most current MUTCOD guidelines for traffic control at all times. Contractor is required to provide adequate control devices or personnel as may be required. The traffic control plan must be approved prior to bi-annual spraying by the Public Works Director.

Roads shall be kept open to traffic at all times. Equipment shall be parked off the pavement when mixing or loading. All of the road spraying equipment shall be equipped with revolving amber lights.

**APPENDIX A: WEED CONTROL LOCATIONS AND MAP**

**WEED CONTROL  
List of Locations**

<b>Loc</b>	<b>Description</b>	<b>To Be Sprayed</b>	<b>Total Length/Area</b>
1	W Aztec Blvd (SJC Complex to Main Ave)	Sidewalks (both sides)	17,230 ln ft
		Medians	27,750 sq ft
2	NE Aztec Blvd (Main Ave (550/516) to Hampton Arroyo Bridge)	Sidewalks (both sides)	7,760 ln ft
		Medians	12,800 sq ft
3	Main Ave (Aztec Blvd to S. Rio Grande Ave)	Sidewalks (both sides)	8,440 ln ft
		Medians (excluding planters)	3,370 sq ft
4	Main Ave (S. Rio Grande Ave to City Limits)	Medians	193,195 sq ft
5	S. Rio Grande Ave. (Main Ave to city limits)	Sidewalks (where present)	642 ln ft
		Curb / Gutter (both sides)	4,750 ln ft
6	N. Rio Grande Ave (NE Aztec Blvd to Lovers Ln)	Curb / Gutter (both sides)	6,320 ln ft
7	Ash Ave (W Aztec Blvd to Llano St)	Sidewalks (both sides)	4,580 ln ft
8	W Chaco St (W Aztec Blvd to Main Ave) <b>EXCLUDE Hi-Country Dealership</b>	Sidewalks (both sides)	1,900 ln ft
		Median by A & W Restaurant	8,500 sq ft
9	E Chaco St (Main Ave to Church Ave)	Sidewalks (both sides)	700 ln ft
10	Chuska St (S. Ash Ave to S. Church Ave)	Sidewalks (both sides)	2,060 ln ft
11	Zia St (S. Ash Ave to S. Church Ave)	Sidewalks (both sides)	2,030 ln ft
12	Municipal Complex and Minium Park (201 W Chaco St)	Curb and Gutter around Parking Lots	1,700 ln ft
		Cobble bulb outs near Minium Park Restroom.	650 sq ft
		Gravel Area between Playground and Splash Park	800 sq ft
13	S. Main Gateway (In front of Aztec Urgent Care, north of Rio Grande and Main Intersection)	Gravel and cobble area.	12,800 sq ft
14	Ruins Rd (W Aztec Blvd to Stop Sign before Aztec Ruins National Monument)	Sidewalk & colored concrete (west side of road).	3,000 ln ft

Loc	Description	To Be Sprayed	Total Length/Area
15	Parkland Dr Property (Between 437 & 501 Parkland Dr)	Entire vacant lot.	6,900 sq ft
16	Aztec Municipal Airport  <i>Separate bid item requires chemical and application of same to be stated separate for grant funding purposes.</i>	Within fenced area and around hangers. East-West Runway 8-26. Around water tanks (within fenced in area) and perimeter of Fire Station.	100,000 sq ft 350,000 sq ft 40,000 sq ft
17	Oliver Boost Station (Airport Dr) West Water Tank (201 McWilliams Rd)	Up to 25 ft around structure. Within fenced area.	2,700 sq ft 17,500 sq ft
18	Waste Water Plant (900 S. Oliver Dr)	Entire fenced in area and outside the entrance gate.	72,000 sq ft
19	Public Works Yard (610 Western Dr)	Entire fenced in area and outside the entrance gate.	70,000 sq ft
20	Electric Yard and Substation (402 S. Light Plant Rd)	Within fenced area.	90,000 sq ft
21	Rodeo Arena at Riverside Park	Entire rodeo arena area	40,000 sq ft
22	Llano Lift Station (at Hartman Park on north side of parking lot near the bridge)	Inside and outside the fence , most is concrete but weeds are coming up through the cracks.	2,000 sq ft
23	Animas River Pump Station (CR 2999)	Parking area and hill sides east of the building. <i>(Special spray due to close proximity to drinking water)</i>	1,800 sq ft
24	Ditch Pump (CR 2978)	All the way around the building out at least 10 feet.	1,000 sq ft
25	Water Treatment Plant (201 Navajo Dam Rd)	Cobble island by NM173 and around all the buildings out from the wall at least 10 feet wide except the grass areas. 10 ft around Navajo Pump Station (Blue building east of water plant).	12,700 sq ft 2,500 sq ft
26	Reservoir #1 and #2 (201 Navajo Dam Rd)	Inside the fenced area and 10 ft outside the fenced area. <i>(Special spray due to close proximity to drinking water)</i>	84,000 sq ft
27	Animal Care & Shelter (825 Sabena St)	Perimeter of the facility along the fenced area, 10 ft beyond fence line and area around detention pond. <i>(Special spray due to close proximity</i>	15,000 sq ft

Loc	Description	To Be Sprayed	Total Length/Area
		to animals)	
28	Kart Kanyon and Motocross Track	Fence lines surrounding each facility, 10 ft each side of fence.	2,200 ln ft
29	Tiger Park (1301 Old Spanish Trl)	Cobble areas.	16, 500 sq ft
		Median and parking lot.	2,000 ln ft
		Walking track around lake. (Special spray due to close proximity to drinking water)	5,000 ln ft
		Pump House within fenced area (across the road from the park).	700 sq ft
30	Blanco Water Tank (Blanco St)	Within fenced area.	17,250 sq ft
31	Old Pinon Plaza (HUB) 119 S. Church Ave	Entire Back yard and around perimeter of property.	11,800 sq ft
32	Senior – Community Center Complex 101 S. Park Ave	Sidewalks, graveled areas, west side property boundary	13,000 sq ft
33	General Services Yard 307 S. Ash Ave	Entire yard area.	25,000 sq ft
34	Alleys around the City (estimated 11 miles or 1,185,431 sq ft )	Alleys as per scheduled or requested.	Quote per sq ft or miles
35	Pepsi Way / Phoenix Ct	Landscaped area long the roadway.	Quote per sq ft or miles
36	Bladder Tank Pump House (1030 S. Main Ave, across from electric substation)	10 ft around the perimeter of the building.	2,000 sq ft
37	Bladder Tank (2000 S. Main Ave)	Inside the fenced area and 10 ft outside the fenced area. (Special spray due to close proximity to drinking water)	3,000 sq ft

#### Not In City Limits

Loc	Description	To Be Sprayed	Total Length/Area
38	Lower East Aztec Tank Navajo Dam Rd	Within fenced area.	11,000 sq ft
39	Upper East Aztec Tank CR 2550	Within fenced area.	2,800 sq ft

These locations not shown on map and will require water department staff to accompany and unlock location.

**Specific Instructions**

1. Contractor required to follow the most current MUTCOD guidelines for traffic control at all times. Traffic control plan must be approved in advance by the Public Works Director.
2. Spraying window needs to be designated as follows:
  - Spring timeframe: March 1st thru April 15th
  - Fall timeframe: October 1st thru November 15th

Map of Weed Spray Locations within City Limits.



## APPENDIX B: AGREEMENT

**CONTRACT AGREEMENT**  
**CONTRACT # 2017-551 BI-ANNUAL WEED CONTROL SERVICES**

THIS AGREEMENT, original entered into \_\_\_\_\_, entered into on the \_\_\_\_\_ day of \_\_\_\_\_, between the City of Aztec, New Mexico a municipal corporation, located at 201 W Chaco, New Mexico 87410 (hereinafter referred to as the CITY), and \_\_\_\_\_, doing business at \_\_\_\_\_, (hereinafter referred to as the CONTRACTOR).

**RECITALS**

WHEREAS, the CITY requires the service of bi-annual weed control services provided for various City facilities and properties, main office located at the City of Aztec Center, 201 W Chaco, Aztec, New Mexico 87410; per Bid # 2017-551; and

WHEREAS, the CONTRACTOR has experience in the business of providing such services and is willing to provide said service for the City locations at the terms and rates specified in this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

**1.0 CONTRACT DOCUMENTS**

1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

Invitation to Bid including:

- 1.1.a Project Information
- 1.1.b Instructions to Bidders
- 1.1.c General Conditions
- 1.1.d Special Conditions
- 1.1.e Insurance/Bonding Requirements and Certificates
- 1.1.f Specifications, Contract Plans and Exhibits
- 1.1.g Addenda, interpretations and approved exceptions
- 1.1.h Signed Bid Form, including Proposal Pricing
- 1.1.i Attached Service Location and Fee Schedule

1.2 All documents are or will be on file in the office of the Purchasing Office, 201 W Chaco, Aztec, NM 87410.

1.3 In the event of a conflict between any of the above documents, the terms of the bid will control unless otherwise noted in this contract.

**2.0 DURATION OF THIS CONTRACT**

2.1 The term of this Contract shall be a one year period beginning on \_\_\_\_\_ and continuing through \_\_\_\_\_, representing the first and original term of the contract.

- 2.2 The Contract term is subject to renewal according to the Contract Specifications.
- 2.3 In no event shall the term plus renewals exceed four (4) years. The contract may be subject to three (3) additional twelve (12) month renewal periods. In no event shall the term plus renewals exceed four (4) years.

### 3.0 COMPENSATION

- 3.1 The Contractor shall provide the required services for the prices quoted in the Contract Specifications. If the City requires additional locations or services above the bid amounts the City will negotiate with the firm an additional bi-annual amount at that time.
- 3.2 All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year (June 30) in which the services were delivered. Invoices received after such date WILL NOT BE PAID.
- 3.3 Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

### 4.0 CONTRACT ENFORCEMENT - ATTORNEY'S FEES

- 4.1 If the City is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the City is required to use the services of an attorney, then the City shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the City pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

### 5.0 SEVERABILITY CLAUSE

- 5.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

### 6.0 GOVERNING LAW

- 6.1 This Contract shall be governed by the laws of the State of New Mexico both as to interpretation and enforcement.

### 7.0 ENTIRE AGREEMENT

- 7.1 This Contract contains the entire agreement between the parties.

7.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

**CITY OF AZTEC**

By: \_\_\_\_\_  
JOSHUA W. RAY, CITY MANAGER

ATTESTED BY:

\_\_\_\_\_  
KARLA SAYLER, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
LARRY THROWER, CITY ATTORNEY

**CONTRACTOR**

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
FEDERAL ID NUMBER

\_\_\_\_\_  
NM CRS ID NUMBER

\_\_\_\_\_  
AZTEC BUSINESS LICENSE NUMBER