

## INVITATION TO BID:

### Construct Farmers Mutual Headgate Structure

### San Juan "Water Commission"

Jimmy Hodges  
Phone: 505-564-8969  
E-mail: [jhodges@sjwc.org](mailto:jhodges@sjwc.org)

**Bid Opening Date: November XX, 2022**  
**Time: 2:00 PM (Local Time)**

PAYMENT TERMS:  
Net-30 days after receipt of invoice.

REQUIRED DELIVERY: **As Specified**

FOB POINT: **As Specified**

RETURNED SEALED BIDS TO:

San Juan Water Commission  
Attn: Jimmy Hodges  
7450 E. Main Street Suite B  
Farmington, NM 87402

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- **Only Bidders that complete and return the enclosed Acknowledgement of Receipt Form will receive addendums, if issued.**
  - This bid is subject to the Terms and Conditions shown on the following pages and any/all additional instructions.
  - Do not return Invitation to Bid Form in case of "No Bid".
  - Bid must be received in the San Juan Water Commission office by the Bid Opening Date and Local Time as indicated above. **Bids that are received after that date and time will not be accepted, and will be returned to the sender unopened.**
  - Bid Offers shall be made on unaltered Bid Offer Forms furnished by San Juan Water Commission. **Faxed Bids are not acceptable. Bids shall be submitted sealed. The outside package should clearly identify the project name and bid number, bid opening date, and name of bidder. Submit Bid Offer in accordance with the Invitation to Bid. Bidders may submit a Primary Bid and Alternate Bid(s). Each Bid must be sealed separately and the outside package should be clearly marked indicating if the Bid is Primary or Alternate.**

Failure of bidders to complete bidding documents in accordance with all instructions provided is cause for this office to reject bids.

Brand names and numbers are for reference only, equivalents will be considered. If bidding equivalent, bidders must be prepared to furnish complete data to prove product meets or exceeds specifications of the bid item.

**THE PROCUREMENT CODE SECTIONS 13-1-28 THROUGH 13-1-99 NMSA 1978, IMPOSES CIVIL AND CRIMINAL PENALTIES FOR ITS VIOLATION. IN ADDITION, THE NEW MEXICO CRIMINAL STATUTES IMPOSE FELONY PENALTIES FOR BRIBES, GRATUITIES AND KICKBACKS.**

## ACKNOWLEDGEMENT OF RECEIPT FORM

# TERMS AND CONDITIONS

(Unless otherwise specified)

**TITLE: Construction of Farmers Mutual Ditch Diversion Structure**

**8 PAGES (INCLUDING ACKNOWLEDGEMENT FORM)**

***NOTE: ONLY POTENTIAL BIDDERS WHO COMPLETE AND RETURN THIS FORM WILL RECEIVE COPIES OF ADDENDUMS, IF ISSUED.***

## **BIDDER INFORMATION:**

In acknowledgement of receipt of the above referenced Bid Packet, the undersigned agrees that he/she has received a complete copy.

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BIDDER NAME

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SIGNATURE OF AUTHORIZED REPRESENTATIVE

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PRINTED NAME OF AUTHORIZED REPRESENTATIVE

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

### **RETURN TO:**

Jimmy Hodges

(505) 564-8969

[jhodges@sjwc.org](mailto:jhodges@sjwc.org)

**Emailed copies of the Acknowledgement of Receipt form will be accepted.  
Emailed Bid responses will not be accepted.**

# TERMS AND CONDITIONS

(Unless otherwise specified)

1. **GENERAL.** When the San Juan Water Commission issues a purchase document in response to the Vendors bid, a binding contract is created.
2. **FORM OF SUBMISSION.** Bid Offers shall be made on unaltered Bid Offer Forms furnished by San Juan Water Commission. **Bidders are requested to provide one (1) original Bid. The outside package should identify the project name, bid number, bid opening date and name of bidder. Bidders may submit a Primary Bid and Alternate Bid(s). Each bid must be sealed separately and the outside package should be clearly marked indicating if the Bid is Primary or Alternate.**
3. **DEBARRED OR SUSPENDED CONTRACTORS.** A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 NMSA 1978 as amended, shall not be permitted to do business with San Juan Water Commission and shall not be considered for award of the contract during the period for which it is debarred or suspended.
4. **VARIATION IN QUANTITY.** No variation in quantity of any item called for in this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
5. **ASSIGNMENT.**
  - A. Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as expressly authorized in writing by the San Juan Water Commission. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the Water Commission as to goods, services, and materials purchased in connection with this bid are hereby assigned to the Water Commission.
6. **DISCOUNTS.** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
7. **INSPECTION.** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.
8. **INSPECTION OF PLANT.** The San Juan Water Commission may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
9. **LIABILITY.** The Vendor agrees that San Juan Water Commission shall not be held liable for any costs incurred in preparation of this bid.
10. **COMMERCIAL WARRANTY.** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the County and are in addition to, and do not limit any rights afforded to the County by any other clause of this order. Vendor agrees not to disclaim warranties fitness for a particular purpose of merchantability.
11. **TAXES.** The unit price shall exclude all County/State taxes. Wherever requested in bid response, Vendor shall submit taxes on total bid as a separate unit. Bids shall be awarded on unit price without regard of tax.
12. **PACKING, SHIPPING and INVOICING.**

In accordance with NMSA 1978, Section 13-1-158 (1997) of the New Mexico Procurement Code, the Vendor may assess late payment charges on past due accounts (thirty days past receipt and acceptance of the complete order of goods or services by the County) at the rate of one and one-half percent (1½ %) per month of the unpaid balance. Paragraph C of this section also states that if payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.
13. **DEFAULT.** The Water Commission reserves the right to cancel all or any part of this order without cost to the Water Commission, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to acts of God or the public enemy, acts of the State or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and defaults of subcontractors due to any of the above, unless the Water Commission shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources

## TERMS AND CONDITIONS

(Unless otherwise specified)

in sufficient time to permit the Vendor to meet the required delivery schedule. The rights and remedies of the Water Commission provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

14. **NON-COLLUSION.** In signing this bid, the Vendor certifies that he/she has not, either directly or indirectly, entered into any action in constraint of free competitive bidding in connection with this proposal submitted to the San Juan Water Commission.
15. **NON-DISCRIMINATION.** Vendors doing business with the San Juan Water Commission must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, (Rev., 1979), and the Americans Disabilities Act of 1990. (Public Law 101-336).
16. **IN-STATE RESIDENT PREFERENCE.** To be eligible for the 5% resident preference, the bidder shall include a copy of their certificate with their bid and in-state resident preference number on the Bid Offer Page, pursuant to Section 13-1-21 NMSA 1978. Each Bidder may obtain a New Mexico In-State Resident Preference Certificate Number through the State of New Mexico, Department of Taxation and Revenue, 505-827-0951.
17. **RESIDENT VETERANS PREFERENCE.** To be considered for the 7, 8 or 10% resident veteran business preference, the bidder shall complete the Resident Veterans Preference Certification form, include a copy of their certificate with their bid and resident veteran preference number on the Bid Offer Page, pursuant to Section 13-1-21 NMSA 1978. Each Bidder may obtain a Resident Veterans Preference Certificate Number through the State of New Mexico, Department of Taxation and Revenue, 505-827-0951. This preference is separate from the in-state preference and is not cumulative with that preference.
18. **ITEM/EQUIPMENT CONDITION.** All bid items are to be new and of most current production, unless otherwise specified.
19. **BEST PRICING CONDITION.** The bid award does not preclude price changes if deemed beneficial to the Water Commission. In recognition of market price fluctuation, Vendor agrees to provide bid items at best possible price to SJWC including any available discounts or special pricing that applies. Bid prices reflect the upper limit that applies. Bid prices reflect the upper limit that may be charged for any particular item.
20. **SAMPLES.** Unless otherwise indicated in the bid specifications, samples of the items-when required-shall be furnished free of expense to the Water Commission prior to the time set for the opening of bids. Samples not destroyed or

mutilated in testing will be returned upon request by mail-express or freight-COLLECT. Each sample must be labeled to clearly show the bid number, item number and bidders name-regardless of any attempt by bidder to condition the bid. Unsolicited bid samples or descriptive literature which are submitted at the bidder's risk, will not be examined or tested, and will not vary from any of the provisions of the Invitation to Bid.

21. **BID AWARD.** San Juan Water Commission is not obligated to award to lowest bidder, but reserves the right to accept and/or reject any and all bids, in whole or in part, to waive technical irregularities, and to award to the bidder whose bid is deemed to be in the best interest of the Water Commission. The Water Commission reserves the right to waive minor irregularities and also reserves the right to waive mandatory requirement(s) so long as all responding vendors fail to meet the mandatory requirement(s) and the failure to do so does not otherwise materially effect the procurement.

### **Determination of lowest bidder:**

Following determination of product acceptability, if any is required, bids will be evaluated to determine which bidder offers the lowest cost to the Water Commission in accordance with specifications, terms, & conditions set forth. The Water Commission reserves the right to award this Invitation to Bid in total; by groups of items; on the basis of individual items; or any combination of these; or as otherwise specified in bid terms. Alternate Bids may be considered so long as the Primary Bid submitted is the lowest bid meeting the specifications and requirements. Bidders may submit a Primary Bid and Alternate Bid(s). Each bid must be sealed separately and the outside package should be clearly marked indicating if the Bid is Primary or Alternate.

22. **RIGHT TO DISCONTINUE PROCUREMENT.** The Water Commission reserves the right to cancel this INVITATION TO BID at any time, and to reject any or all bids, or otherwise to proceed in the best interests of the Water Commission. This in no manner obligates the Water Commission or any of its agencies to the eventual purchase of any product or service, whether explicitly described or implied herein, until confirmed by a written contract and/or Purchase Order.
23. **FOB DESTINATION.** Destination: Means goods are to be delivered to the destination identified in the Purchase Order by the user, which is the point at which the user accepts ownership or title to goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. ANY exception to FOB Destination may cause a bid to be declared non-responsive.

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24. **INSURANCE REQUIREMENTS.** Contractor shall carry and maintain insurance from an insurance company or companies with a Best Rating of A, or better, authorized to do business in the State of New Mexico in the following amounts:

**\*(Construction, Services, or Installation Only)**

**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 Water Commission. The Water Commission shall be named as additional insured on the General Liability Insurance policy. **The Contractor shall supply a copy of the appropriate certificates of insurance to the County for each year in which the contract is in effect.**

25. **LATE BIDS.** Any bid received after the specified time and date will be declared a "Late Bid" and will NOT be considered.

26. **SPECIAL INSTRUCTIONS.**

- A. To preclude possible errors and/or misinterpretations, bid prices must be affixed LEGIBLY in ink, or typewritten. Corrections or changes must be signed or initialed by bidder prior to scheduled bid opening. Failure to do so will be just cause for rejection of bid. The Bid shall be stated in both numerals and written words. In case of discrepancies, the amount in written words shall govern.
- B. Clarifications and questions must be addressed to the Water Commission Project Manager in sufficient time to provide a written response to all prospective bidders.
- C. Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and or changes. Such corrections must be properly identified and signed or initialed by bidder. Resubmittal must also be prior to scheduled bid opening for consideration.
- D. After bid opening, no modifications on bid prices or other provisions shall be permitted. A low bidder alleging a material mistake of fact-after bids have been opened-may be permitted to withdraw the

bid upon written request prior to award at the discretion of the Water Commission Project Manager. Bidders shall hold their bid pricing for thirty (30) days after bid opening.

- E. Specifications on the bid are not meant to exclude any bidder or manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and are NOT intended to restrict competition. "No Substitute" specifications may be authorized ONLY if required to match existing equipment.

## **SPECIFICATIONS AND REQUIREMENTS**

### **SCOPE.**

Construction of temporary coffer dam, dewatering of the site, demolition of existing structure, construction of new structure with installation of radial gate.

Bidder shall be responsible for any applicable federal, state or local permit construction. Bidder shall include any permitting costs on the Bid Offer Page. Awarded bidder shall be responsible for a one call prior to excavation work.

### **METHOD OF AWARD.**

The bid shall be awarded to the overall low Bidder meeting the specifications and requirements. San Juan Water Commission reserves the right to waive irregularities, reject offers, in whole or in part, and award this Bid in the best interest of the Water Commission. Alternate Bids may be considered for award so long as the Primary Bid submitted is the lowest bid meeting the specifications and requirements.

### **QUANTITIES.**

The quantity listed in this solicitation is based on a **one-time purchase only**.

### **USE OF BRAND NAMES.**

Specifications contained herein, in some cases, may refer to brand names. Brand names and numbers are used ONLY to set forth and convey to prospective bidders the general style, type, character and quality of the equipment desired.

### **PRICING / DELIVERY.**

Bid pricing, which is offered and accepted pursuant to this solicitation, shall be firm and fixed for thirty (30) days after bid opening. **Pricing shall be all-inclusive:** preparation, delivery, installation, cellular modem, software and training costs **F.O.B: San Juan County, NM.** Vendor must contact San Juan Water Commission before making delivery.

**Bidders shall specify delivery and installation date after receipt of order on the Bid Offer Page.**

### **WARRANTY.**

Unit shall have a minimum of one (1) year complete parts and labor warranty. The bidder shall specify the specific equipment warranted above and beyond this minimum requirement. The warranty shall apply from the date the unit is accepted by the Water Commission.

### **GOVERNING LAW.**

Any agreement awarded to a Contractor, as a result of this solicitation, shall be governed in accordance with the laws of the State of New Mexico.

### **QUESTIONS/SUGGESTIONS.**

Questions and/or suggestions concerning this Invitation to Bid shall be submitted in writing no later than seven (7) days prior to the Bid Opening Date and shall be directed to:

Jimmy Hodges, Project Manager  
505-564-8969 E-Mail [jhodges@sjwc.org](mailto:jhodges@sjwc.org)

**Bidders are specifically notified that any attempt to contact any person other than the party listed above concerning this procurement, may be cause to reject said respondent(s) from further consideration.**

**Note: Information provided in this Invitation to Bid shall only be used for the purpose of submitting a Bid Offer to the County and shall not be used, released, or disclosed for any other purpose or use.**

## **TECHNICAL SPECIFICATIONS**

The specifications listed are minimum. These specifications are not meant to exclude any bidder or manufacturer and have only been used for the purpose of describing the standard of quality, performance, and characteristics desired and are not meant to restrict competition. These specifications are acceptable at this time.

Refer Technical Specifications attached.

**BID OFFER PAGE**

**Bid Schedule**

Schedule of lump sum bid items for construction of the Project in accordance with Contract Documents and the Guaranteed Maximum Price (GMP) cost detail with pricing and categories document incorporated herein, as shown in Exhibit A.

<b>Item</b>	<b>Description</b>	<b>Lump Sum Bid Items (in numbers)</b>
1	General Conditions (Mobilization, Insurance, and Administrative Items):	\$
2	Excavation and installation of temporary coffer dam, dewatering	\$
3	Demolition and removal of existing concrete structure	\$
4	Concrete and placement of unformed concrete	\$
5	Concrete and placement of formed concrete	\$
6	Flume gate and installation	\$
7	Radial Gate and installation	\$
8	Excavation and backfill of structure	\$
9	Removal of temporary coffer dam, disposal of material	\$
1		\$
		\$
5. TOTAL LUMP SUM BID FOR ITEMS 1 THROUGH 9 OF BID SCHEDULE LISTED ABOVE		\$
6. LUMP SUM ADD (OR DEDUCT):		\$
<b>7. TOTAL BID OF SCHEDULE WITH ADD (OR DEDUCT)</b>		\$

**TOTAL BID for SCHEDULE A1** (in words) \_\_\_\_\_

\_\_\_\_\_ dollars and \_\_\_\_\_ cents

Refer to Bidding Requirements in Technical Specifications