



CITY OF FARMINGTON
800 MUNICIPAL DRIVE
FARMINGTON, NEW MEXICO 87401

TRAILER PILOT LINE WINDER
BID #10-83610
April 27, 2010
2:00 P.M.

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TRAILER PILOT LINE WINDER
BID #10-83610
April 27, 2010
2:00 P.M.

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of the distribution packet #10-83610, the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with the bid schedule, for a total of 10 pages.

The acknowledgment of the receipt form should be signed and returned to the Buyer no later than **April 20, 2010**. Only potential Offerors who elect to return this form will receive copies of all future communications, relating to, and including amendments to #10-83610, 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 #10-83610

Firm **does/does not (circle one)** intend to respond to Trailer Pilot Line Winder, #10-83610

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

Return To: _____

Polly Waresback, CPPB
Buyer II
City of Farmington
Central Purchasing
800 Municipal Drive
Farmington, NM 87401

Telephone Number: 505-599-1370

Fax Number: 505-599-1377

Faxed copies of this form will be accepted.

Faxed Bid responses **will not** be accepted.

INVITATION TO BID

BID TITLE: TRAILER PILOT LINE WINDER

BID #: 10-83610

The following ARTICLES are made part of this

Bid:

☒ Article 1 - General Terms & Conditions

☒ Article 3 - Special Conditions Equipment

☒ Article 5 - Specifications

Sealed bid opening:

CITY OF FARMINGTON
CENTRAL PURCHASING DEPARTMENT
805 MUNICIPAL DRIVE
FARMINGTON, NM 87401
DATE: April 27, 2010 2:00 P.M.

PURCHASING SUPERVISOR:

/s/ Kristi Benson

Kristi Benson, CPPB

If you have any questions regarding this Invitation to Bid please contact:

BUYER: /s/ Polly Waresback

Polly Waresback, CPPB

Telephone Number: (505) 599-1370

PRE-BID CONFERENCE:

DATE: N/A

TIME: N/A

PLACE: N/A

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

Sealed bids will be received until the above specified date and local time, then publicly opened at the City of Farmington Central Purchasing Department and read aloud. This bid is subject to the Purchase Order "Terms and Conditions", Bidding Requirements, and Specifications.

BIDDER MUST COMPLETE THE FOLLOWING AND THIS PAGE MUST BE SUBMITTED WITH BID

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

CONTACT PERSON (please print)

TELEPHONE NUMBER/FAX NUMBER

***** To be a valid bid, Bidder must Sign Here*****

Title

Email Address

In-State Preference will be applied to only those in-state certified bidders who have completed the following: Bidder has received certification from the State Purchasing Agent for Resident Bidders Certification. Bidder has been issued Certification # _____ and is therefore eligible for the 5% preference credit. In-state certification approval is required at the time of the bid opening to be eligible for in-state preference.

Payment Terms: _____ % _____ Days, Net 30 Days After Receipt of Invoice (Discount will not be considered in computing the low bid.)

Federal Tax Identification Number: _____

F.O.B. Point: Destination

Delivery: _____ Calendar days

(F.O.B. Point Must be Destination, Unless otherwise indicated by the City of Farmington Purchasing Agent and/or enclosed Contract Documents)

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 _____

ARTICLE 1
GENERAL CONDITIONS

The following bid is made for furnishing materials or services for the City of Farmington, 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, F.O.B. Farmington, 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 Central 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 Farmington shall be the sole judge of equality in their best interest and decisions of the City of Farmington 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 receipts 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 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 Supervisor, the bidder shall be responsible for actual delivery of the bid to the Central 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 Farmington beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened.

Bids deposited with the City may be withdrawn prior to the time set for opening Bids. Request for non-consideration of Bids must be made in writing to the Central 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 it 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 Farmington, 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, alteration 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 and to make the award in the best interest of the City.

The City reserves the right to reject any or all Bids, and all Bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

1. Bids received after the time limit for receiving Bids as stated in the advertisement.
2. Bid 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 any 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 Central 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 Farmington considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicated a guaranteed delivery at Farmington, 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 Farmington, 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. Farmington, 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 Central 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 Central Purchasing Office upon the review, inspections and processing procedures can be completed within the specified time.

It is the intention of the City of Farmington to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Central 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 procedures, unless this provision is waived by the City.

In case of default of the successful bidder, the City of Farmington 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.

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 Farmington.

The quantities shown on the bid are estimated quantities only. The City of Farmington reserves the right to purchase more than or less than 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 as 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 manufacturer's 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 Contractor 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 sources'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 thereby waiving the City's right to request replacement of defective material.

ARTICLE 3

SPECIAL CONDITIONS EQUIPMENT

Equipment 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 the Specification Sheet. This requirement must be met even though the Purchasing Agent may alter the specifications in the form of an addendum to accommodate variances. 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.

ARTICLE 5

SPECIFICATIONS

These specifications are based upon design and performance criteria which have been developed by the City of Farmington 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 specification page and paragraph number. The Purchaser shall determine which (if any) exceptions are acceptable and this determination shall be final.

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 provided 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 parts 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 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 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 Central Purchasing may alter the specifications in the form of an addendum to accommodate variances. A request for change in the specifications to accommodate a variation must be called to the attention of the Central Purchasing Department 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 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 of Farmington area by railway freight or conveyed by truck. Exceptions to this must be received by the Central Purchasing Department in writing in this Bid form.

CITY OF FARMINGTON, NEW MEXICO
NOTICE TO BIDDERS
TRAILER PILOT LINE WINDER, BID #10-83610
Opening Date: April 27, 2010 @ 2:00 P.M.

Bid documents may be retrieved by accessing the Purchasing page of the City of Farmington website, www.fmtn.org, by calling (505) 599-1373 or visiting the Central Purchasing Office at 805 Municipal Drive, Farmington, New Mexico.

Publication Date: April 11, 2010

SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS
PILOT LINE WINDER MOUNTED ON A TURRET TRAILER
BID #10-83610

I. REQUIREMENTS

- A. The City of Farmington (City) is requesting Bids from qualified Bidders to provide a pilot line winder mounted on a turret trailer.
- B. All equipment quoted must meet or exceed City's specifications.
- C. All exceptions taken to the specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications." The exception taken shall refer to the page number, section and paragraph number and be included in bid package.
- D. City of Farmington has specified the brand name, Sherman & Reilly, Model #HPLW-1004, Trailer Pilot Line Winder, for the purpose of describing the standard of quality, performance, and desired characteristics, and is not intended to limit or restrict competition. Brand-name or equal specifications, reference State of New Mexico Statutes and Administrative Regulations, Reference 13-1-168, NMSA 1978.

II. MINIMUM SPECIFICATIONS:

- A. Pilot Line Winder Mounted on a Turret Turntable Trailer.
 - 1. Rated Line Pull - 1000 lbs. pull on top of each drum
 - 2. Line Speed and Pulling Speeds- 4 MPH
 - 3. (4) Four reels with 3/8" Sarlex (or equal) pulling rope, with 6,000 feet lengths per reel.
 - 4. DOT Highway Approved
 - 5. Electric Brakes
 - 6. Single Axle
 - 7. 360 Degree Turrets with Automatic Locks on 15 Degree Increments
 - 8. (8) Eight 10,000 lbs. Capacity Cam Followers on Each Reel for Increased Safety and Stability
 - 9. Drop and Pin Type Jacks (5) Five Manual
 - 10. 23 HP Power Pack
 - 11. Remote Control Package

III. REFERENCES:

- A. Bidder shall include in their bid, a minimum of three (3) references from customers whom have purchased this same equipment within the past three (3) years.

IV. WAREHOUSE DELIVERY:

- A. Materials shall be delivered to the Municipal Operation Center Warehouse location, 101 N. Browning Parkway, between the hours of 8:00 A.M. and 3:30 P.M. (DST), Monday through Friday, excluding weekends and holidays. The Bidder shall give the City at least 24 hours notice prior to arriving on site. The security gate system is unavailable outside the regular Municipal Operation business hours.

V. AWARD:

- A. Award of the Bid will be made based on the lowest responsible, responsive Bidder meeting specifications.

VI. PAYMENT:

- A. For payment due for the materials, the Bidder shall submit invoices after each shipment. Invoice amounts shall be based on the total quantity of items delivered.
- B. The Bidder shall provide an invoice which provides detailed billing for materials provided no later than (90) calendar days after delivery. Invoices received after this time has elapsed may be considered null and void. The invoice shall reference the City's purchase order number.

- C. The invoice shall be addressed as follows:
City of Farmington
Accounts Payable
800 Municipal Drive
Farmington, NM 87401

BID: TRAILER PILOT LINE WINDER, BID #10-83610 OPENING DATE: APRIL 27, 2010 @ 2:00 PM

ITEM	EST QTY	UOM	DESCRIPTION	MANUFACTURER & M/N	UNIT COST	TOTAL COST
A.	1	EA	TRAILER PILOT LINE WINDER, PER BID SPECIFICATIONS PAGES 7-8			

ALL OR NONE

DELIVERY: All equipment to be delivered to the Municipal Operations Center, 101 N. Browning Parkway, Farmington, NM, 87401, between the hours of 8:00am and 4:00pm. The Bidder shall give the City at least 24 hours notice (weekends and holidays excluded) prior to arriving on site. Please contact Polly Waresback, Purchasing Department, 505-599-1370, or Johnny Welch, FEUS Construction Superintendent, 505-599-8332

TAX IDENTIFICATION

The City of Farmington issues Type 9 Non-Taxable Transaction Certificates (NTTC's) and is tax exempt for purchases of TANGIBLE PERSONAL PROPERTY ONLY. These certificates may not be used to purchase construction materials to be used in construction projects. To receive a NTTC please contact Accounts Payable at 505-599-1222. Determinations for applicable tax classification should be made by the Taxation and Revenue Department or your tax consultant. Please call 505-325-5049 for the Farmington branch or 505-827-0700 for the State office.

I, the official signature on the Bid Submittal Form, hereby swear I am duly authorized to legally bind the prospective bidder to this estimate of taxes certification. Hereby as Bidder, I certify that Bidder has made a diligent effort to ascertain and identify all taxes which will be charged to the City against this Bid and that, in Bidder's opinion, the taxes identified below and the amount shown for all of the taxes which will be charged in addition to the bid total shown on the above Bid Proposal Form. I affirm Bidder will submit payment on the State of New Mexico periodic CRS-1 report for actual taxes due, as estimated below, to the State of New Mexico Taxation and Revenue Department, accurately identifying the appropriate governmental entity to receive credit for taxes paid.

I am fully aware that this certification is made under penalty of perjury under the laws of the State of New Mexico.

Bidder's Initials Below Certify Compliance

New Mexico Gross Receipts _____ %	\$ _____	
Compensating Tax..... _____ %	\$ _____	
Other..... _____ %	\$ _____	(Bidder - Initial Here)

FINANCIAL INTEREST - All Bidders must notify the City's Purchasing Officer if any employee(s) of the requesting department or the Central Purchasing Division have a financial interest in the _____ No _____ Yes

(Bidder Select, Initial & Complete below if applicable)

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

TENTATIVE COUNCIL APPROVAL SCHEDULE

Tentative Council Approval Date is scheduled for **May 11, 2010**, a letter of award and copy of the Abstract will be sent to the participating vendors as soon as possible after Council approval. This information will not be released over the telephone, but may be reviewed in person after authorization has been obtained through the City Clerk's office.