



CITY OF FARMINGTON  
800 MUNICIPAL DRIVE  
FARMINGTON, NEW MEXICO 87401

**MULTI-TERM CONTRACT  
FOR TRASH BAGS  
Bid #09-75159  
July 22, 2008  
2:00 P.M.**

ACKNOWLEDGEMENT OF RECEIPT FORM.....	Page 1
INVITATION TO BID .....	Pages 2-5
NOTICE TO BIDDERS.....	Page 6
SPECIFICATIONS .....	Pages 7-12
BID SCHEDULE.....	Page 13

**MULTI-TERM CONTRACT  
FOR TRASH BAGS  
Bid #09-75159  
July 22, 2008  
2:00 P.M.**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

In acknowledgement of receipt of the Multi-Term Contract for Trash Bags distribution packet #09-75159, the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with page 14 for a total of 15 pages.

The acknowledgement of the receipt should be signed and returned to the Buyer no later than July 17, 2008. Only potential Offeror's who elect to return this form will receive copies of all future communications, relating to, and including amendments to #09-75159, if issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

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

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to document #09-75159.

Firm **does / does not (circle one)** intend to respond to Multi-Term Contract for Trash Bags, #09-75159.

If firm **does not** intend to reply, please give a brief reason for not responding: \_\_\_\_\_

\_\_\_\_\_

Return to: Sharron Dunn, Buyer I  
City of Farmington  
Central Purchasing  
800 Municipal Drive  
Farmington, NM 87401  
Phone: 505-599-1376  
Fax: (505) 599-1377

Faxed Copies of this form will be accepted.  
Faxed BID responses **will not be accepted.**

### INVITATION TO BID

\*\*\*\*\*

**BID TITLE:** Multi-Term Contract  
For Trash Bags

**BID #:** 09-75159

\*\*\*\*\*

Sealed bid opening:  
CITY OF FARMINGTON  
CENTRAL PURCHASING DEPARTMENT  
805 MUNICIPAL DRIVE  
FARMINGTON, NM 87401  
**DATE: July 22, 2008, 2:00 P.M.**

The following ARTICLES are made part of this Bid:

- Article 1-General Terms & Conditions
- Article 2-Special Conditions-Supplies
- Article 3-Special Conditions-Equipment
- Article 4-Special Conditions-Vehicles
- Article 5-Specifications

**PURCHASING SUPERVISOR:**  
/s/ Kristi Benson  
Kristi Benson, CPPB

If you have any questions regarding this  
Invitation to Bid, please contact:  
**BUYER** /s/ Sharron Dunn

Sharron Dunn  
505-599-1376  
**PRE-BID CONFERENCE:**  
**DATE: NA**  
**TIME: NA**  
**PLACE: NA**

**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 A “NO BID” IS NOT REQUIRED TO BE KEPT ON THE CITY’S BIDDER 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.

<b>BIDDER MUST COMPLETE THE FOLLOWING AND THIS PAGE MUST BE SUBMITTED WITH BID</b>	
COMPANY NAME / MAILING ADDRESS / CITY / STATE / ZIP (please print)	
CONTACT PERSON (please print)	TELEPHONE / FAX
<b>To be a valid bid, Bidder must sign here</b> _____ <b>Title</b> _____	
<b>In-State Preference will be applied to only those in-state certified bidders who have completed the following:</b>	
Bidder has received certification from the State Purchasing Agent for Resident Contractors 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).	
F.O.B. Point: Destination _____	Delivery _____ Calendar days
<small>(F.O.B. Point must be Destination, Unless otherwise indicated by the City of Farmington Purchasing Agent and/or enclosed Contract Documents)</small>	

Bidder must check the appropriate box below:

If applicable, BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S):

Amendment No. \_\_\_\_\_ Dated \_\_\_\_\_  
Amendment No. \_\_\_\_\_ Dated \_\_\_\_\_

Amendment No. \_\_\_\_\_ Dated \_\_\_\_\_  
Amendment 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 cannot 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 is 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 of 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 manufacturers' warranties shall insure to the benefit of the City, and replacement of defective materials shall be made promptly upon request.

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

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

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.

#### **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.

**NOTICE TO BIDDERS**

Sealed Bids will be received by the City of Farmington, San Juan County, New Mexico, at the Central Purchasing Office, Municipal Annex Building, 805 Municipal Drive, Farmington, New Mexico 87401.

The Bids duly delivered and submitted will be opened and read aloud for supplying the following on the dates and times reflected below:

Multi-Term Contract  
For Trash Bags  
Bid #09-75159  
July 22, 2008  
2:00 P.M.

No later than **2:00 p.m. on July 14, 2008** a bidder must submit samples and a written request to conduct acceptance testing, in accordance with the invitation to bid, on products not listed on the approved manufacturers list. Bidders will be notified of any revisions to the approved manufacturers list through an addendum prior to the bid opening.

Any Bid received after stated closing time will be returned unopened. If bids are sent by mail to the Central Purchasing Office, the Bidder shall be responsible for actual delivery of the Bid to the Central Purchasing Office before the advertised date and hour for opening of the Bids. If mail is delayed either by the postal service or 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.

Bid documents may be retrieved by accessing the Purchasing page of the City of Farmington website, **[www.fmtn.org](http://www.fmtn.org)** or by calling (505) 599-1373 and requesting Document Number 08-75159. Further details and criteria for award may be obtained at the above referenced Central Purchasing Office address, or by calling (505) 599-1373. The City of Farmington reserves the right to accept or reject any or all bids.

Until the final award by the Farmington City Council, said City reserves the right to reject any and/or all Bids, to waive technicalities to re-advertise, or to proceed otherwise when the best interest of said City will be realized hereby. Bids will be submitted sealed and plainly marked with the date and time of opening.

City of Farmington, New Mexico

/s/ Dianne Fuhrman  
City Clerk

Publication Date: July 9, 2008  
Opening Date: July 22, 2008

INSTRUCTIONS TO BIDDERS  
MULTI-TERM CONTRACT FOR TRASH BAGS  
BID #09-75159

1. DESCRIPTION

- a. The City of Farmington (City) is requesting bids for trash bags as listed in the attached bid schedule, page 13.
- b. The purpose of this bid is to establish a multi-term contract with a Bidder for the purchase and delivery of trash bags.
- c. Orders will be placed through Release Order forms and will be in standard pallet quantities on an “as needed basis” with the Awarded Vendor.

2. SAMPLES

- a. Approved Manufacturer/Product
  - i. Item A: All American Poly/23x10x40 002 BLACK GBA, 50/RL
  - ii. Item B: All American Poly/38x65 003 NATURAL BA, 50/RL
- b. Bidder’s NOT quoting an “approved manufacturer/product” shall furnish samples **six (6) business days prior to the bid opening.**
  - i. **Samples must be packaged separately from the bid and the parcel must be clearly identified on the outside “BID NUMBER 09-75159, SAMPLES”.** Each sample submitted must be clearly labeled with the bid number, bid schedule item number, bidder’s name, and manufacturer part number.
  - ii. Sample shall consist of three (3) bags for each item and all costs for providing the samples shall be the bidder’s responsibility.
  - iii. Manufacturer’s complete specifications for each sample.
  - iv. Three (3) references with contact names, preferably, from other government entities currently using the bag(s) specified.
- c. **Samples must be approved before the bid opening date and before the deadline date as identified in Section 2-B above.**
- d. Bidders who do not supply samples within this time frame may be considered non-responsive.
- e. Samples not destroyed or mutilated in testing will be returned upon bidder’s request by mail. Bidder’s requesting return by express freight or collect shall be responsible for those costs.

### 3. TESTING

- a. The City is seeking high quality plastic trash bags. In order to obtain such products, samples shall be examined for various properties deemed necessary for optimum product performance. Testing shall include, but are not limited to, those listed below:
  - i. Holding strength
  - ii. Durability – Puncture resistance and tear strength
  - iii. Splitting of the seam
  - iv. Visual density
  - v. Feel density
- b. Testing shall be conducted by the following departments: Warehouse, Purchasing, Building Support, Accounting, Parks and Recreation or other using department.

### 4. BASIS OF AWARD

- a. Award of bid will be to the bidder with the lowest bid meeting specifications. Award shall be based on quality of product as well as cost, referenced on Bid Schedule Form, Page 13.
- b. Whichever deems in the best interest of the City, the City reserves the right to award the bid in total or on the basis of individual items, or as otherwise specified in the bid terms unless the bidder qualifies his bid by specific limitations.

### 5. SPECIFICATIONS:

- a. All specifications for this bid are listed with each item on the attached bid schedule.

### 6. EXCEPTIONS TO SPECIFICATIONS

- a. Exceptions to the specifications shall be listed and fully explained on Bidder's business letterhead and entitled "**Exceptions to Specifications.**" The exceptions shall reference the item number on the Bid Schedule.

### 7. TERM OF BID

- a. The term of the Agreement shall be in effect for one year, subject to earlier termination or extension pursuant to the Agreement provisions.
  - i. The Agreement shall renew automatically for three (3) additional one year terms unless notice is given by either party to the other by U.S. Certified Mail of its intent not to renew at least thirty (30) days prior to the expirations of the term in force.

### 8. QUANTITIES

- a. Quantities listed on the Bid Schedule, page 13, are annual estimates. The City reserves the right to order more or less than the quantities listed. The City does not guarantee a minimum quantity to be purchased during the term of the Contract. It is understood that

no guarantee or warranty is made or implied, by either the City of Farmington or the using agency that any order for any definite quantity will be issued under the Request for Bid.

- b. The City will order in standard package/pallet quantities.
- c. The City reserves the right to add additional items during the term of the Agreement. Any additional items will be added by mutual agreement between Awarded Vendor and City. The prices will be negotiated with the Awarded Vendor.

## 9. ORDERS

- a. The items to be ordered shall be as listed on the attached bid schedule, page 13. All orders issued herein will bear a Release Order number, this Bid number, and a Purchase Order number. The Awarded Vendor is required to accept the order and furnish the trash bags in accordance with the articles contained herein for the quantity of each order issued.

## 10. DEFECTS

- a. Items received failing to conform to the quality requirements shall be replaced within 21 calendar days. Return of defective rolls shall be at the awarded vendor's expense. Total defects **shall not exceed 0.5%** of the total quantity ordered. Thereafter, the City shall have cause to apply section 16, "Termination for Causes, "and shall remove supplier from the approved manufacturer/product list.

## 11. SUBSTITUTION

- a. Substitution of items from those listed on the subsequent contract shall be reason to cancel the contract and merchandise may be returned freight collect.

## 12. PRICING

- a. Pricing will be firm for a period of one (1) year effective from the issuance of the purchase order.

## 13. PRICE REDETERMINATION

- a. In the event the Purchase Order contract for Trash Bags is renewed, the contract unit price shall be firm for the duration of the contract, unless otherwise stipulated in these Special Provisions:
- b. The Awarded Vendor may request a price adjustment thirty (30) calendar days prior to expiration of the purchase order. The Awarded Vendor's price to be paid is subject to increase or decrease upon approval of the Vendor's written request to the City's Purchasing Department. The price re-determination shall include the amount of the change requested with documentation to support the requested adjustment. The price re-determination method and documentation shall be consistent with one of the following four price adjustment parameters:
  - i. Producer's Price Index (PPI): The price to be paid shall be increased or decreased by 100% of the change as reflected by a mutually agreed Industry Code (herein Special Index) of the Producer's Price Index published by the U.S. Department of Labor.

- a. Mechanics of price adjustment: Divide the Current index value by the index value for the base period, and then multiply the result by 100. Multiply the current value of the Special Index by the original base selling price, and then divide by 100, this final figure shall be the adjusted price for the current time period.
- ii. Consumer Price Index (CPI-U): The price to be paid shall be increased or decreased by 80% of the change as reflected by the All Items Index of the Consumers Price Index published by the US. Department of Labor for the preceding twelve months, provided that any such increase or decrease shall not exceed eight percent of the rates set forth in the Purchase Order Contract as from time to time amended, in any one year; OR
- iii. Manufacturer's Documented Price Adjustment: The price to be paid shall be increased or decreased by 100% of the change as reflected in the price supporting documentation as supplied by the manufacturer.
- iv. Bidder's Suggested Alternate: If the Bidder is suggesting an alternate price redetermination method, the Bidder must submit in its bid documents the suggested contract language along with any pricing documentation identified. This recommended contract language and pricing documentation must be mutually agreed upon by both parties prior to bid award.
- c. The Vendor shall submit with their bid the method for price re-determination. The same price re-determination method shall be used for determining prices for continuance of the contract period and will be mutually agreed upon by Vendor and City, Section 13 on page 9 of this bid request.
- d. The City reserves the right to evaluate the price re-determination, to verify that any price increase is within current market conditions. If your price increase is extreme or unreasonable, the City reserves the right to terminate the Contract as stated in Section 16. Such requested contract price increase shall become effective only upon approval by the City's Purchasing Officer or authorized representative.
- e. The increased contract price shall not apply to orders received by the Bidder prior to the effective date of the increased contract price. Orders placed, via City Purchase Order/Release Order, shall be considered to have been received by the Bidder after the fifth (5<sup>th</sup>) calendar day following the date of signature by the Purchasing Officer or authorized representative;
  - i. Within thirty (30) calendar days after receipt of a Vendor's written request, the City's Purchasing Officer may cancel, without liability to the vendor, any item on this contract or the contract in its entirety and solicit a new contract if the escalated price is above the current open market price for the same items. Cancellation of the Contract shall not affect any outstanding orders.
  - ii. After the multi-term price re-determination has been approved by the City's Purchasing Department, pricing shall remain firm for the subsequent one (1) year period.

#### 14. DELIVERIES

- a. Trash bags shall be shrink wrapped and shipped on pallets.

- b. After receipt of order, all deliveries to be made within the requested time frame as indicated by the Bidder on Page 2. Any deviation from the delivery schedule shall be approved by the City's designated representative.
- c. Deliveries are to be made on non-holiday weekdays between 8:00 a.m. and 4:30 p.m. to the City of Farmington Central Warehouse, Municipal Operations Center (MOC), 101 North Browning Parkway, Farmington, New Mexico, 87401.
- d. Contact the Warehouse Superintendent, 505-599-8400, or the Receiving Clerk, 505-599-8416 for delivery scheduling.
- e. All deliveries shall be F.O.B. Farmington in 30 days or less after receipt of release order form.

#### 15. EMERGENCY ORDERS

- a. The City reserves the right to surpass this bid, if successful bidder is unable to fill an order, and buy from another immediate source in order to fulfill an emergency need.

#### 16. TERMINATION

- a. **Termination for Cause** – If, through any causes, Bidder fails to fulfill in a timely and proper manner Bidder's obligations under this contract or if Bidder violates any of the covenants, agreements, or stipulations of this contract, the City may order Bidder by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If Bidder fails to correct the deficiency within the time period specified in such notice, which time period shall be reasonable under the circumstances, the City Manager shall have the right to immediately terminate this contract. The Bidder shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder prior to such termination.

Notwithstanding the above, Bidder shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this contract by Bidder, and the City may withhold any payments to the Bidder for the purposes of set-off until such time as the exact amount of damages due the City from the Bidder is determined.

- b. **Termination for Convenience** – The City Manager may terminate the contract at any time, by giving at least thirty (30) days notice in writing to the Bidder. If this contract is terminated due to the fault of Bidder, item A above, relative to termination shall apply and no further compensation or reimbursement to Bidder shall be due. If terminated for any other reason, City will reimburse Bidder for all documented out-of-pocket expenses incurred in connection with this contract.

#### 17. PROCUREMENT UNDER EXISTING CONTRACTS NMSA 13-1-129.

- a. Under the terms and conditions of this Bid all local area public bodies allowed by law may procure supplies under this Bid as described herein. The terms and conditions of this Bid shall form a part of each order issued herein.
- b. All orders issued herein will bear the annual purchase order, release order number and this Bid number. It is understood that no guarantee or warranty is made or implied, by either the City of Farmington or the user, and that any order for any definite quantity will be issued under this Bid. The supplier is required to accept the order and furnish the trash bags in accordance with the articles contained herein for the quantity of each release order issued.

## 18. PAYMENT

- a. For payment due for supplies received, the bidder shall submit invoices after each shipment. Invoice amounts shall be based on the total quantity of supplies delivered.
- b. Invoices are to be submitted with the same unit of measure listed for each line item(s) awarded on the bid schedule.
- c. The Bidder shall provide an invoice which provides detailed billing for supplies provided no later than ninety (90) calendar days after the date supplies have been delivered. Invoices received after this time has elapsed may be considered null and void. The invoice shall reference the purchase order number assigned to this agreement.
- d. The invoice shall be addressed as follows:

City of Farmington, Accounts Payable  
800 Municipal Drive  
Farmington, NM 87401
- e. Payments shall be paid to Bidder within 30 days contingent upon the following:
  - i. Application of payment discounts, if considered to be in the best interest of the City.
  - ii. From date of receipt by the City of properly documented invoices for payment is determined by the budgetary and fiscal guidelines of the City.
  - iii. Or the condition that the Bidder has accomplished the services to the satisfaction of the City. Any taxes (specifically including the New Mexico Gross receipts tax), licenses, or other governments fees ad charges, are the responsibility of the Bidder.

ITEM	EST TERM QTY	EST ORDER QTY	UOM	DESCRIPTION	MANUFACTURER & M/N	UNIT COST	TOTAL COST	
A.	2000	300	RL	Bags, plastic, gusseted, bottom flat seal, 2 mil thickness, 23" x 10" x 40", perforated roll liner, 30 gallon size, black opaque film. Each roll in plastic sleeve with twist ties, approximate 6" tie. 50 bags per roll, 8.8 lbs. per roll minimum. Inventory # 485-098-8070				
A1.		600	RL	If larger order quantities will result in a price break, use lines A1 thru A5 to reflect quantity-based pricing.				
A2.		1,200	RL					
A3.		2,000	RL					
A4.		2,500	RL					
A5.		5,000	RL					
B.	825	300	RL	Bags, plastic, gusseted, bottom flat seal, 3 mil thickness, 38" x 65", clear film, perforated roll liner. Each roll in plastic sleeve with twist ties, approximate 6" tie. 50 bags per roll, 24.7 lbs. per roll minimum. Inventory # 485-098-8069				
B1.		600	RL	If larger order quantities will result in a price break, use lines B1 thru B4 to reflect quantity-based pricing.				
B2.		1,200	RL					
B3.		2,000	RL					
B4.		2,500	RL					
TOTAL BID FOR ITEM A & B:								\$

**ALL OR NONE BID**

**ALTERNATE AWARD EVALUATION** Whichever deems in the best interest of the City, the City reserves the right to award the bid in total, by groups of items on the basis of individual items or any combination of these; or as otherwise specified in the bid terms unless the bidder qualifies his bid by specific limitations. Only the City is in a position to determine its own best interest, therefore the City shall be the sole judge in determining the award analysis. Its decision shall be final.

If qualifying a bid, the Bidder must clearly state so in their bid response on a separate sheet of paper title "Exceptions to Specifications". The restriction(s) or qualifier(s) must be clearly identified. If the Bidder's pricing is subject to change if the City elects to award a category bid based on group of items or line items; or any part of the Bidder's bid is dependent upon receiving a complete category award, then the Bidder's bid response must identify these restrictions. Exemptions must indicate which items or which categories they are bidding on an "all or none" basis, they must indicate if they are qualifying their bid based on a minimum threshold dollar award limit, or any other type exemption. Bid responses with exceptions may result in rejection of the whole bid or partial line items within the bid.

The Bidder has the option to offer a discount if the Bidder receives "All" of the items above listed. This proposal sheet has not been formatted to include the discount option. This would be considered an alternate offer and the discount(s) shall be clearly identified. The line item pricing with discounts shall be identified on a separate bid proposal form titled "Exceptions to Specifications" as identified herein.

**REQUIRED UNIT OF MEASURE:** Bidder must correctly extend their bid line items based on the UOM (Unit of Measure) packaging indicated for bid comparison purposes. Bidders submitting their bid with no extended pricing or total may be considered non-responsive.

Bids submitted are to be quoted and invoiced as per UOM listed on each line item. No other UOM will be accepted and the City reserves the right to reject the category or line item not quoted or invoiced as requested.

**METHOD FOR PRICE REDETERMINATIONS:** The Bidder shall submit with their bid the method for price redetermination at the expiration of the purchase order contract. Reference Pages 9 and 10 of this bid request.

<input type="checkbox"/> PPI	<input type="checkbox"/> CPI	<input type="checkbox"/> Manufacturer Documented Price Adjustment	<input type="checkbox"/> [Catalog or manufacturer] Price list with discount
------------------------------	------------------------------	---	---

**TAX IDENTIFICATION**

Bidder certifies 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 Bid Schedule.

New Mexico Gross Receipts Tax	_____ %	\$ _____
Compensating Tax.....	_____ %	\$ _____
Other.....	_____ %	\$ _____

**TENTATIVE COUNCIL APPROVAL SCHEDULE**

Tentative Council Approval Date is scheduled for July 29, 2008, 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.