

# City of Lovington



**REQUEST FOR SEALED BIDS**

**FOR INDEFINITE QUANTITY DRUG AND ALCOHOL TESTING**

**Bid Due Date & Time**

**THURSDAY, January 23, 2020  
10:00 a.m. (MST)**

**SUBMIT BID PROPOSALS TO:**

**Gary L. Chapman  
Finance Director  
City of Lovington  
214 South Love  
PO BOX 1269  
Lovington, NM 88260  
gchapman@lovington.org**

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**LEGAL NOTICE OF REQUEST FOR SEALED BIDS  
LOVINGTON, NEW MEXICO**

**FOR INDEFINITE QUANTITY DRUG  
AND ALCOHOL TESTING  
DUE DATE: JANUARY 23, 2020**

The City of Lovington, New Mexico will receive sealed bid proposals at City Hall, 214 S. Love St., Lovington, New Mexico, for indefinite quantity employment physicals.

The Request for Bids, any future addenda, and all related information may be obtained from the City of Lovington's website at [www.lovington.org](http://www.lovington.org) under "Procurement" or by contacting the Finance Department, 214 S. Love St., Lovington, New Mexico 88260, (575) 396-2884, [gchapman@lovington.org](mailto:gchapman@lovington.org).

James R. Williams, City Manager

Publish in Lovington Leader: January 9, 2020

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**FACSIMILE AND ELECTRONIC PROPOSALS ARE NOT ACCEPTABLE**

Pursuant to the provisions of the New Mexico State Purchasing Act, sealed bids, subject to the conditions herein, will be received at the Lovington City Hall, New Mexico until the date and time shown above, and thereafter immediately opened and read in public for furnishing the commodities and/or services listed in the attached specifications.

**COMMODITY CODES:**

Effective July 1, 2016, each state agency and local public body shall use the standardized classification codes developed by the state purchasing agent. (NMSA 1978 13-1-30.1)

Applicable classification codes for this proposal are:

5-DIGIT CODE	ITEM DESCRIPTION
95207	Alcohol and Drug Testing Services

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## INSTRUCTION TO BIDDERS

1. **Envelopes containing bids must be sealed and marked on the upper left hand corner with the name and address of the Respondent, the date and hour of opening, the project number, and mailed or delivered to the address (Item 3) before the time of opening.**
1. Samples of items, when required, must be furnished, free of expense, prior to the opening of bids, and, if not destroyed, will upon request of Respondent, be returned to the Respondent at its expense. Copy of the warranty must be included with proposal and must be for the maximum amount the manufacturer provides, if goods are warrantable.
2. Bids which are mailed, or otherwise delivered prior to the point of opening must contain the information detailed in Item 1 above and must be mailed or otherwise delivered to the **Finance Director, 214 South Love, Lovington, New Mexico, 88260**. This information shall be included on **ALL EXTERIOR PACKAGING**.
3. All prices should be stated in units or quantities specified, with packing and delivery charges included.
4. Time of proposed delivery must be stated in definite terms. If time varies for different items, the Respondent should so state.
5. Bids must be made out and signed in the corporate or other name of Respondent and must be fully and properly executed by an authorized person.
6. Bids must be submitted on the bid price submittal form attached. **Any prices pertaining to exceptions must be attached to the bid** (stapled, bound or secured otherwise). If the Respondent provides any options other than requested, these will not be acceptable.
7. Bids received later than the time and date specified will not be considered.
8. Amendments to or withdrawals of bids received later than the time and date set for proposal opening will not be considered.
9. Respondents or their representative may be present at the bid opening.
10. The Purchasing Agent reserves the right to amend and/or cancel the bid invitation prior to the time and date of the bid opening.
11. The Purchasing Agent reserves the right to correct any bid awarded erroneously as a result of a clerical error on the part of the City of Lovington.
12. In the event the Respondent is unable to submit a bid, the Purchasing Department would appreciate advising this office to that effect. Failure to submit proposals on three consecutive Invitations to respond will result in the removal of the Respondents name from the mailing list.

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13. Respondents and/or vendors doing business with the City of Lovington must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act. Rev., 1979.
  14. It will be the sole responsibility to the Respondents requesting consideration for Resident Preference at bid openings to submit to the State Purchasing Agent, the questionnaire for Resident Business or Contractor's Certification and to receive approval and a certification form prior to the proposal opening. Requests for consideration for Resident Business or Contractor's Preference after bid opening will not be considered.
  15. All contracts solicited by competitive sealed proposals for the City of Lovington require that the bid amount exclude the applicable state gross receipts tax. As the City of Lovington is required to pay the applicable state gross receipts tax, all requests for payment shall include a separate amount on each billing reflecting the applicable tax. (13-1-108)
  - 17. All applicable state gross receipts tax charged to the City of Lovington shall be at the current rate at the time of the project. Respondents and/or vendors agree to report the gross receipts tax charged to the City of Lovington on New Mexico Taxation & Revenue Department form CRS-1 and use Lovington as the municipality name in column A and 04-101 as the location code in column C.**
  18. Any equipment supplied to the City of Lovington must comply with all requirements and standards as specified by the federal government's Occupational Safety and Health Act of 1971. All guards and protectors as well as appropriate markings must be in place before delivery. Items not meeting OSHA specifications will be refused. The supplier may be required, at its expense to provide training to municipal employees in the operation of this item and its maintenance, at the convenience of the City of Lovington.
  - 19. All respondents and/or vendors doing business with the City of Lovington must also provide IRS FORM W-9 (REV. JANUARY 2011 or DECEMBER 2011). Failure to do so may cause the proposal to be rejected by the City of Lovington.**
  - 20. The City reserves the right to render payment of any invoices using the City's Procurement Card, without incurring any penalty.**

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## CONDITIONS AND BID OPENING PROCEDURES

1. The City of Lovington reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the Respondent, to accept any item on the bid.
2. In case of error in the extension of prices in the bid, the unit price will govern.
3. Any discount offered, will be computed from the date of delivery or from the date a correct bill rendered on a proper voucher form and certified by the contractor, is received, whichever date is latest.
4. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
5. It is the intent of these specifications to describe the minimum requirements. All portions not specifically mentioned which are required for a completion of the project, shall conform in design, strength, quality of material and workmanship to the highest standards of engineering practice.
6. All bids must be clearly marked on the outside of the envelope with the project number and opening date. Should a bid be opened prior to the official opening date due to the lack of a proper marking, it will be rejected.
7. All interested parties are invited to attend bid openings of the City of Lovington.
8. Bids will be opened and read aloud at precisely the time, the date and the place stipulated in the Request for Bids and in the legal notice published in the newspaper.
9. Bids will be opened and read aloud in front of whomsoever is present at the scheduled time and place.
10. Each bid will be evaluated by the Chief Procurement Officer and the appropriate department or committee. The Respondent is to provide complete specifications. Acceptable exceptions to specifications will be determined by the Chief Procurement Officer with the aid of the appropriate department head.
11. The Chief Procurement Officer and the department or committee will rule on any point needing clarification.
12. The apparent low Respondent, meeting specifications, will be determined by the Chief Procurement Officer and the department or committee.

13. Respondents are advised to bear in mind that the low response obtained at the opening of the proposals may not be the proposal ultimately selected for the award. The successful respondent will be the one whose product is judged to best serve the interests of the City when price, product, safety, and delivery are considered.
14. A Respondents request for Resident Preference will be honored only when the provisions of Sections 13-1-21 and 13-1-22 of the State Purchasing Act have been met.
15. Do not submit alternate bids unless instructed to do so, as they will not be considered.
16. Notice is hereby given that the City Commission reserves the right to reject any and all bids received. In the case of ambiguity or lack of clarity, the right to determine the best bid or to reject same or to waive irregularities and technicalities.
17. Any requested literature and one complete copy of the bid, unless stated otherwise in the Request for Proposal, must be submitted with the bid.
18. All bids must be valid for a minimum of ninety (90) days after bid opening, unless otherwise stated in the bid sheet by the individual respondent or the City of Lovington.
19. All Respondents who are engaged in business within the municipal limits of the City, shall be licensed to do business by the City of Lovington.
20. This bid is available for use by all City of Lovington departments and other agencies, as provided for by law, at the discretion of the contracted vendor(s).
21. Pursuant to 13-4-11 (A) NMSA Annotated, state wage rates shall apply to any bid or proposal on construction or public works projects in excess of \$60,000.00. In addition all bidders and proposers shall comply with Federal wage rates on applicable projects.
22. Pursuant to 13-1-146 NMSA Annotated, a bid security or bond shall be required of bidders or offerors for construction contracts in excess of twenty-five thousand dollars (\$25,000). Bid security or bond in an amount equal to at least five percent (5%) of the amount bid shall be a bond provided by a surety company authorized to do business in the state of New Mexico, or the equivalent in cash.
23. **Pursuant to 13-4-13.1 NMSA Annotated, in order to submit a proposal valued at more than sixty thousand dollars (\$60,000) in order to respond to a request for proposals or to be considered for award of any portion of a public works project greater than sixty thousand dollars (\$60,000) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978], the contractor, serving as a prime contractor or not, shall be registered with the labor and industrial division of the labor department.**

24. Pursuant to 13-4-34 NMSA Annotated, (A) Any person submitting a bid shall in his bid set forth: (1) the name and the city or county of the place of business of each subcontractor under subcontract to the contractor who will perform work or labor or render service to the contractor in or about the construction of the public works construction project in an amount in excess of five thousand dollars (\$5,000); and (2) the category of the work that will be done by each subcontractor. The contractor shall list only one subcontractor for each category as defined by the contractor in his bid. (B) A bid submitted by a contractor who fails to comply with the provisions of Subsection A of this section is a non-responsive bid which shall not be accepted by a using agency
  
25. **Pursuant to 13-4-38 NMSA Annotated, Failure to specify subcontractor: If a contractor fails to list a subcontractor in excess of the listing threshold and he does not state that no bid was received or that only one bid was received, he represents that he is fully qualified to perform that portion of the work himself and that he shall perform that portion of the work himself. If after the award of the contract the contractor subcontracts any portion of the work, except as provided in the Subcontractors Fair Practices Act [13-4- 31NMSA 1978], the contractor shall be guilty of violation of the Subcontractors Fair Practices Act and subject to the penalties provided in Section 13-4-41 NMSA 1978.**

#### **HOLD HARMLESS/INDEMNITY AGREEMENT**

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of or arising out of or in any way attributable in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by Contractor as the City incurs them.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the Sole fault of City.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those



set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

Any dispute leading to litigation must be settled in the jurisdiction of the Lea County Court system.

## **1.0 PURPOSE**

It is the purpose of this sealed bid to enter into a three (3) year agreement with a contractor to furnish to the City of Lovington, New Mexico, its agencies and departments, drug and alcohol testing services.

## **2.0 TERM**

The term of the agreement between the successful offeror and the City shall begin on February 1, 2020 and terminate on January 31, 2023.

## **3.0 SCOPE**

The successful offeror shall:

1. Provide DOT Drug Screens (urinalysis) upon request by the City.
2. Provide Non-DOT Drug Screens (urinalysis) upon request by the City
3. Provide breath alcohol screening upon request by the City.
4. Provide a randomly generated listing of employees to be tested for non-DOT drug screens (urinalysis) and breath alcohol testing or a combination of the two on a monthly basis.
5. Provide post-accident non-DOT drug testing (urinalysis) and breath alcohol testing services upon demand of the City twenty-four hours (24) per day. This testing is to be conducted at the contractors place of business, not at the site of the accident.
6. Provide confirmation testing in the event of a positive result.



**City of Lovington**

**Bid Form**

**Indefinite Quantity Drug and Alcohol Testing**

**DUE DATE: January 23, 2020**

**NAME OF BIDDER** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE NO.** \_\_\_\_\_

**EMAIL** \_\_\_\_\_

Service/Test Description	Price per service/test
DOT Drug Screen	\$
Non-DOT Drug Screen	\$
Breath Alcohol Testing	\$
After hours charge	\$

**Please list the maximum time for results to be delivered to City for initial test(s):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The City of Lovington reserves the right to waive any irregularities and award, or not award, in the best interests of the City. The City is held harmless and is indemnified for the loss and/or misplacement of bid submittals. The bidder is required to utilize this form. Signature is required and reflects agreement, by the bidder, to the terms of this document.

**SIGNATURE OF BIDDER** \_\_\_\_\_

**Mail or deliver to City Hall at 214 S. Love St., Lovington, NM 88260**

**Deadline: January 23, 2020 by 10:00 A.M**

OPTIONS, EXCEPTIONS, OR VARIATIONS  
CITY OF LOVINGTON, NEW MEXICO

FOR INDEFINITE QUANTITY DRUG AND ALCOHOL TESTING

**DUE DATE: January 23, 2016 at 10:00 a.m. (MST)**

Please state each and every option, exception, or variation to the specifications (if any) for the service offered. **Please sign below and return with your offer.**

1. THERE **ARE** OPTIONS, EXCEPTIONS OR VARIATIONS. \_\_\_\_\_  
Signature

2. THERE **ARE NO** OPTIONS, ETC. LISTED. The services offered on the Request for Proposal meet or exceed all specifications, terms, and conditions as described in said Request for Proposal without exceptions. I understand services not meeting all specifications, terms, and conditions will be rejected and all costs will be borne by the seller.

\_\_\_\_\_  
Signature

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"Family member"** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**"Prospective contractor"** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member, or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

## Veterans Preference Certification

\_\_\_\_\_ (Name of Business) hereby certifies the following in regard to application of the resident veteran preference to this formal request for proposals process:

**Please check one box only:**

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 ending December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be."

"I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime."

\_\_\_\_\_  
(signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory for the Business.

The representation made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven incorrect.

