

City of Lovington



REQUEST FOR SEALED BIDS

Cemetery Internment Services

Bid Due Date & Time

October 11, 2019
10:00 a.m. (MST)

SUBMIT BID PROPOSALS TO:

Gary L. Chapman
Finance Director
City of Lovington
214 S. Love St.
Lovington, NM 88260
gchapman@lovington.org

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

**Cemetery Internment Services
DUE DATE: October 11, 2019**

The City of Lovington, New Mexico will receive sealed bid proposals at City Hall, 214 S. Love St., Lovington, New Mexico, on October 11, 2019 at 10:00 a.m. (MST) for Cemetery Internment Services.

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 under "Procurement" or by contacting the Finance Department, 214 S. Love St., Lovington, New Mexico 88260, (575) 396-2884, gchapman@lovington.org.

James R. Williams, City Manager

Publish in: Lovington Leader – September 26, 2019

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
95214	Cemetery Services (Including Operation, Management, and Maintenance)

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 name of bid proposal, and mailed or delivered to the before the time of opening.**
2. 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.
3. 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**.
4. All prices should be stated in units or quantities specified, with packing and delivery charges included.
5. Time of proposed delivery must be stated in definite terms. If time varies for different items, the Respondent should so state.
6. 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.
7. 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.
8. Bids received later than the time and date specified will not be considered.
9. Amendments to or withdrawals of bids received later than the time and date set for proposal opening will not be considered.
10. Respondents or their representative may be present at the bid opening.
11. The Purchasing Agent reserves the right to amend and/or cancel the bid invitation prior to the time and date of the bid opening.
12. 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.
13. 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.
14. 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.

15. 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.
16. 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.

CONDITIONS AND BID OPENING PROCEDURES

1. The City of Lovington reserves the right to reject any and all bids, to waive an 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 name 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 Finance Director and the appropriate department or committee. The Respondent is to provide complete specifications. Acceptable exceptions to specifications will be determined by the Director of Purchasing with the aid of the appropriate department head.
11. The Finance Director and the department or committee will rule on any point needing clarification.
12. The apparent low Respondent, meeting specifications, will be determined by the Finance Director 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 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 procurement is being done on behalf of the City of Lovington, its departments as well as other entities and agencies in general 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 fifty thousand dollars (\$50,000) 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 fifty thousand dollars (\$50,000) 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 the listing threshold; 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, New Mexico Court system.

1.0 PURPOSE

The purpose of this Request for Sealed Bids is to solicit sealed proposals to establish a contract through competitive responses for the procurement of Cemetery Interment Services. The contract for these services will be for a three (3) year period.

2.0 PROJECT DESCRIPTION

The City of Lovington has the need to designate a qualified individual or firm to perform the services of Cemetery Internment at the City cemetery located at 600 W. Gum Street and at Resthaven Cemetery, located ½ mile north of the overpass on NM 18. The successful respondent will perform the following services through direction of the Lovington City Clerk and Cemetery Foreman:

1. Digging of graves and filling in after burial upon demand.
2. Interment of cremated remains and filling in after burial upon demand.
3. Refilling of graves so the top of the grave is flush, or a little above, the surrounding ground.
4. Removal of spoil to spoil pile.
5. Leaving the area around the dug grave in a tidy state after the grave is filled in.
6. Exhumation of remains should this service be required.
7. A company representative must be able to be contacted by phone 365 days a year and immediate response time is required.

3.0 SPECIAL NOTES

1. Contractor shall replace or repair any headstones or appurtenances, broken or damaged, as a result of the Contractor's actions.
2. City personnel shall be responsible for marking of graves.
3. Contractor shall follow State of New Mexico regulations and guidelines concerning the care of indigent deceased.
4. Contractor shall not assign or sub-contract the Contract, or any part of it, without the City Commissions prior written approval.
5. Contractor shall employ an appropriate number of trained employees and have the proper and well-maintained equipment required to perform all functions related to the Contract.
6. Contractor must have a current New Mexico Contractors license, which at a minimum must be an Excavation License and **shall submit a copy of the license with the bid response.**
7. Contractor must have a current City of Lovington municipal business license and **shall submit a copy of the license with the bid response.**
8. Contractor must have all other required licenses and certifications required to operate the equipment used in carrying out the terms of the Contract.
9. Contractor must carry liability insurance in the amount of not less than one million dollars. An insurance certificate will also name the City of Lovington as an additional insured and a copy of the certificate must be provided to the City of Lovington by the successful respondent upon execution of the Contract.



City of Lovington

Bid Form

Cemetery Interment Services

DUE DATE: October 11, 2019

NAME OF BIDDER: _____

ADDRESS: _____

TELEPHONE NO.: _____

EMAIL: _____

BID:

1. Prices for the following, including vault:

- | | |
|--|--------------------------------------|
| _____ Infant Internment | _____ Infant Internment, Holidays |
| _____ Regular Internment | _____ Regular Internment, Holidays |
| _____ Cremation Internment | _____ Cremation Internment, Holidays |
| _____ Indigent Interment | |
| _____ Exhumation and re-interment at same location | |

2. List pertinent equipment:

3. Who will actually operate the equipment and perform the work?

4. Have you or your employees excavated earth for human interment purposes?

_____ Yes _____ No

If yes, how many years or months of experience? _____

If no, what similar excavation experience have you had?

The City of Lovington reserves the right to waive any irregularities an award, or not to 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: October 11, 2019 by 10:00 a.m. (MST)

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

Cemetery Interment Services

DUE DATE: October 11, 2019 at 10:00 a.m. (MST)

Please state each and every option, exception, or variation to the specifications (if any) for the service(s) or item(s) 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 Sealed bids meet or exceed all specifications, terms, and conditions as described in said Request for Sealed Bids 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