

# City of Lovington



**REQUEST FOR SEALED BIDS**

**LOVINGTON MAINSTREET SIGNAGE**

**Bid Due Date & Time**

**LOVINGTON MAINSTREET SIGNAGE REBID  
NOVEMBER 24, 2020  
10:00 a.m. (MST)**

**SUBMIT BID PROPOSALS TO:**

**James R. Williams  
City Manager  
City of Lovington  
214 S. Love St.  
Lovington, NM 88260  
[jwilliams@lovington.org](mailto:jwilliams@lovington.org)**

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

**LOVINGTON MAINSTREET SIGNAGE  
DUE DATE: NOVEMBER 24, 2020**

The City of Lovington, New Mexico will receive sealed bid proposals at City Hall, 214 S. Love St., Lovington, New Mexico, on NOVEMBER 24, 2020 at 10:00 a.m. (MST) for **LOVINGTON MAINSTREET SIGNAGE**.

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 City Hall, 214 S. Love St., Lovington, New Mexico 88260, (575) 396-2884, [jwilliams@lovington.org](mailto:jwilliams@lovington.org).

James R. Williams, City Manager

Publish in: Lovington Leader NOVEMBER 10, 2020



## 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. 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). All exceptions must be submitted ten days prior to the bid opening date to the City so addenda may be issued to ensure a fair and competitive process. 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.
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)
16. **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.**
17. 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.
18. **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.**
19. 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. 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.
16. Any requested literature and one complete copy of the bid, unless stated otherwise in the Request for Proposal, must be submitted with the bid.
17. All bids must be valid for a minimum of sixty (60) days after bid opening, unless otherwise stated in the bid sheet by the individual respondent or the City of Lovington.
18. 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.
19. 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).
20. 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.
21. 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.
22. 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 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.
23. 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.

24. 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 the LOVINGTON MAINSTREET SIGNAGE.

## 2.0 PROJECT DESCRIPTION

The Project consists of:

1. One Wayfinding Sign with CMU and stone veneer base with steel post frame and custom signage on top, see Sheet AS-102, Option 1.
2. One Energy Systems Sign to be installed north of the Chamber of Commerce with a CMU and stone veneer base and steel frame with custom signage and solar panel and LED lighting, see Sheet AS-103.
3. One Derrick Tower Sign to be installed in the corner of the parking lot of the First United Methodist Church with a CMU and stone veneer base and steel frame with custom signage and solar panel and LED lighting, see Sheet AS-104.

Alternate Number 1 consists of One Wayfinding Sign with concrete base and steel post frame and custom signage on top, see Sheet AS-102, Option 2.

**The City may award any or all signs contained in this bid.**

## 3.0 SPECIAL NOTES

The Architect will answer bid questions **submitted in writing** to either Tina Reames at [tmreames@cherryseereames.com](mailto:tmreames@cherryseereames.com) or Steve Mora [smora@cherryseereames.com](mailto:smora@cherryseereames.com). The last date for questions is noon (MST) on November 19, 2020.

**An addendum will be issued so that all bidders receive the same information. The last addendum will be issued November 20, 2020.**

All addenda will be posted on the City website at <https://www.lovington.org/invitation-for-bids.html>



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

**FOR LOVINGTON MAINSTREET SIGNAGE**

**DUE DATE: NOVEMBER 24, 2020 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. All exceptions must be submitted to the City ten days in advance of the bid opening date so addenda may be issued to ensure a fair and competitive bid process. 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

