

City of Lovington



REQUEST FOR SEALED BID

**Lovington Polk Water Tower Exterior
Painting
Project 2018-PWT**

Bid Due Date & Time

**September 20, 2018
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**

**FOR 2018-PWT
DUE DATE: September 20, 2018**

The City of Lovington, New Mexico will receive sealed bid proposals at City Hall, 214 S. Love St., Lovington, New Mexico, on September 20, 2018 at 10:00 a.m. (MST) for exterior painting of the Polk Avenue Water Tower.

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: August 30, 2018, September 13, 2018
Hobbs News Sun: September 1, 2018
Albuquerque Journal: September 2, 2018

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:

[illegible]

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. The City of Lovington in accordance

with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders and respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. 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. 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 a contractor to prepare and paint the exterior surface of the Polk Avenue Water Tower.

2.0 PROJECT DESCRIPTION

A. GENERAL

- A.1 Work to be performed consists of the furnishing of all materials, tools, equipment, and labor for the preparation of, power washing, tool cleaning, and painting of an all-weld steel water storage tank. This tank is referred to as the Polk Avenue Water Tower and is an elevated water storage tank that contains approximately 200,000 gallons and is approximately 125 feet tall. Official address of the tower is 601 W. Birch, Lovington, NM. 88260. Aerial photos and side profile photos are included in this bid package (Attachment "C").
- A.2 All colors are to be selected by Owner. Contractor shall coordinate color selection with Owner.
- A.3 The term "Paint", as used herein includes enamels, paints, sealers, fillers, emulsions and other coatings whether used as primer, intermediate, or finish coats.
- A.4 Exterior surface preparation will include washing the tower clean with a minimum 3,500 psi to remove all visible oil, grease, dirt, dust and loose paint from all surfaces. Surface preparation will also include removing all loose scale, loose rust, loose paint and other loose foreign matter by wire brushing, sanding, grinding, chipping, and descaling by using power tools.
- A.5 The contractor is required to erect a containment system containing environmental pollution control, paint chips, handling of debris and paint drops from the surrounding area at all times.
- A.6 The contractor shall be responsible for all costs associated with paint damage to homes and or property damage caused by cleaning and painting.

B. QUALITY ASSURANCE

- B.1 All work shall be in accordance with all applicable requirements of the AWWA Standard D-102, latest revisions for steel tanks, standpipes, reservoirs, and elevated tanks in their latest amended form.
- B.2 Contractor shall be qualified and have had previous experience of at least three (3) different successfully completed projects. Contractor shall submit a list of references with this bid.

C. SUBMITALS

- C.1 Submit product data, samples and application instructions.
- C.2 Provide product data on all finishing products.
- C.3 Submit finished schedule indicating products and location for application.
- C.4 Details regarding all painting systems must be submitted to the purchaser for approval. No painting shall be allowed unless the purchaser has been notified at least two days in advance of when painting is to be done.

D. DELIVERY, STORAGE, AND HANDLING

- D.1 Deliver product to site in sealed and labeled containers; inspect to verify acceptance.
- D.2 Container labeling to include manufacturer's name, type of paint, brand name, brand code, coverage, surface preparation, drying time, cleanup, color designation, and instructions for mixing and reducing.
- D.3 All materials shall be stored in accordance with manufacturer recommendations.
- D.4 Contractor is completely responsible for the security of all materials.
- D.5 Contractor is responsible to ensure that all flammable materials are stored in an enclosed fire safe container.
- D.6 Contractor is completely responsible for safety of the public, their employees, and the tank structure.
- D.7 Contractor will follow all Federal, State, and local laws, rules, and regulations.
- D.8 Contractor will ensure that a minimum of 2 fully charged fire extinguishers are on the project site at all times.
- D.9 Contractor is responsible for posting all necessary warning signs at the project site.

E. ENVIRONMENTAL REQUIREMENTS

- E.1 Coatings shall be applied during good weather conditions.
- E.2 Air and surface temperatures shall be within limits prescribed by the manufacturer for the coating being applied.
- E.3 Work areas shall be reasonably free of airborne dust at the time of application and while coating is drying.
- E.4 Contractor is responsible for removal and disposal of all debris, trash, or rubbish as a result of work.

F. ACCEPTABLE MANUFACTURERS – PAINT

Sherwin / Williams
ICI – Devoe
Carboline
Tnemec

G. COATING SPECIFICATIONS

- G.1 Coating shall be in accordance with these specifications. Each system shall follow the manufacturer's recommendation as to methods of application, curing time, and temperature and time intervals between coats.
- G.2 Use of fast cure paint shall be dependent on temperature at time of application. Supplier shall consult the Owner at time of installation.
- G.3 The exterior paint system shall be per the list of Acceptable Manufacturers.
- G.4 All cleaned rusted areas of the surface area shall be spot primed.
- G.5 Full Primer Coat: Minimum of 1 coat to a DFT of 3.0 to 5.0 mils
- G.6 Full Finish Coat: Minimum of 1 coat to a DFT of 3.0 to 4.0 mils

H. INSPECTION

- H.1 Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- H.2 Daily inspection reports are to be submitted to include but not limited to: daily temperatures, humidity, wind speed, surface prep, dry film readings, etc.
- H.3 Examine surfaces scheduled to be finished prior to commencement of work. Report any conditions that may potentially affect proper application.
- H.4 Beginning of installation means installer accepts existing conditions.

H.5 All painted surfaces shall be inspected for mil thickness (dry film test). The Owner may at his or her discretion hire an Inspector. He or she will be invited to attend the inspection as required with this project.

I. CLEANING

- I.1 During progress of work, maintain premises free of unnecessary accumulation of tools, equipment, surplus materials, and debris.
- I.2 Collection cotton waste, cloths, and materials, which may constitute a fire hazard, place in closed metal containers and remove daily from site.
- I.3 On completion of the work, the contractor will remove or dispose of all rubbish or other unsightly material caused by their operations and will leave the premises in good condition.

J. Guaranty

- J.1 The contractor shall guarantee the paint work for a period of two (2) years to the extent that he/she shall repair any defects due to faulty workmanship or materials which may appear on the structure during this period. A first and second anniversary inspection shall be conducted in accordance with Section 9 of AWWA D102.

3.0 SPECIAL NOTES

- A. Please address how debris from pressure washing will be controlled from drifting onto adjacent property and structures.
- B. There are antennas installed on this tower by a local wireless internet provider that will require removal and replacement. This will be conducted by the wireless provider and will be the responsibility of the Contractor to coordinate scheduling with the provider.

4.0 QUALIFICATIONS OF BIDDERS

To demonstrate Bidder's qualifications to perform the Work, within 5 days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

- A. State of New Mexico Contractors License(s) number(s) and a copy of license(s).

5.0 BID SECURITY

- A. A Bid must be accompanied by Bid security made payable to City in an amount of 5% percent of Bidders maximum Bid price and in the form of a certified check, bank money order, or a Bid bond ("Attachment B") issued by a surety provided by a company authorized to do business in the State of New Mexico.
- B. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents and met other conditions noted in the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. The Bid security of the other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

- C. Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

6.0 INSURANCE

Contractor must provide proof of current or ability to obtain liability insurance in the following areas and minimum amounts:

- A. Commercial General Liability - \$1,000,000
- B. Automobile Liability - \$1,000,000
- C. Umbrella - \$1,000,000
- D. Workers Compensation - \$1,000,000

7.0 WAGE RATES

Minimum wage rates on this project shall be determined by the NM Department of Workforce Solutions. The Wage Rate decision can be found in "Attachment A".

8.0 ITEMS REQUIRED UPON SUBMISSION OF BID

The following forms or documentation are required to be submitted by the respondent as part of their bid packet:

Supplied in the City Bid Solicitation Packet

- a. Bid Form
- b. Campaign Contribution Form
- c. Resident/Veterans Preference Certification
- d. Options, Exceptions, or Variations Form
- e. Bid bond (Attachment B, if using this means of security)

Provided by Respondent

- a. List of three references (minimum) for projects that have been successfully completed.
- b. Bid security, if not using bid bond
- c. Proof of insurance
- d. Proof of current contractor's license
- e. Description of containment methods



City of Lovington

Bid Form

2018-PWT

DUE DATE: SEPTEMBER 20, 2018, 10:00 A.M. (MST)

NAME OF BIDDER: _____

ADDRESS: _____

TELEPHONE NO.: _____

EMAIL: _____

BID: _____

NM CONTRACTORS LICENSE NUMBER(S): _____

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: September 20, 2018 by 10:00 a.m. (MST)

OPTIONS, EXCEPTIONS, OR VARIATIONS

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)

Resident / Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regards to application of the resident veterans' preference to this procurement:

Please check one box only

Veteran Resident Businesses:

- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- ☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

Resident Businesses:

- ☐ I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 5% 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 and ending on 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 veteran's preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

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.

Resident Business/Veteran Business Certificate Number:

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations 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 un-award of the procurement involved if the statements are proven to be incorrect.

A valid New Mexico Resident Business or New Mexico Veterans' Resident Business Certificate number must be provided in order to receive preference.

CITY OF LOVINGTON, NEW MEXICO

FOR 2018-PWT

DUE DATE: September 20, 2018, 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



ATTACHMENT A

STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF
WORKFORCE SOLUTIONS
Labor Relations Division,
121 Tijeras Ave NE, Suite 3000
Albuquerque, NM 87102
www.dws.state.nm.us

Wage Decision Approval Summary

1) Project Title: Polk Water Tower Repainting
Requested Date: 08/23/2018
Approved Date: 08/24/2018
Approved Wage Decision Number: LE-18-1434-H

Wage Decision Expiration Date for Bids: 12/22/2018

2) Physical Location of Jobsite for Project:
Job Site Address: 600 W. Birch
Job Site City: Lovington
Job Site County: Lea

3) Contracting Agency Name (Department or Bureau): City of Lovington
Contracting Agency Contact's Name: James Williams
Contracting Agency Contact's Phone: (575) 396-2884 Ext. 303

4) Estimated Contract Award Date: 09/24/2018

5) Estimated total project cost: \$90,000.00
a. Are any federal funds involved?: No
b. Does this project involve a building?: No
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?: To repaint a 220,000 gallon municipal water tower.

6) Classifications of Construction:

Classification Type and Cost Total	Description
Heavy Engineering (H) Cost: \$90,000.00	To repaint a 220,000 gallon municipal water tower.

ATTACHMENT A
Type H - Heavy Engineering
Effective January 1, 2018

Trade Classification	Base Rate	Fringe Rate	Apprenticeship
Asbestos Worker - Heat & Frost Insulator	31.76	11.11	0.67
Boilermaker	32.06	27.35	0.67
Bricklayer/Blocklayer/Stone Mason	23.52	8.10	0.67
Carpenter/Lather	24.00	9.47	0.67
Millwright/Piledriver	31.00	23.08	0.67
Cement Mason	21.00	9.38	0.67
Electricians			
Outside Classifications			
Groundman	22.36	11.34	0.67
Equipment Operator	32.08	13.77	0.67
Lineman/Tech	37.75	15.19	0.67
Cable Splicer	41.53	16.14	0.67
Inside Classifications			
Wireman/Tech	30.40	10.36	0.67
Cable Splicer	33.44	10.45	0.67
Glazier	20.25	4.55	0.67
Ironworker	26.50	14.66	0.67
Painter (Brush/Roller/Spray)	21.25	8.62	0.67
Plumber/Pipefitter	31.90	12.30	0.67
Roofer	23.78	7.60	0.67
Sheetmetal Worker	29.28	17.16	0.67
Operators			
Group I	19.38	5.74	0.67
Group II	19.56	5.74	0.67
Group III	19.74	5.74	0.67
Group IV	19.88	5.74	0.67
Group V	19.98	5.74	0.67
Group VI	20.15	5.74	0.67
Group VII	20.17	5.74	0.67
Group VIII	21.96	5.74	0.67
Group IX	27.30	5.74	0.67
Group X	30.35	5.74	0.67
Laborers			
Group I	16.76	5.30	0.67
Group II	17.51	5.30	0.67
Group III	19.02	5.30	0.67
Group IV	19.42	5.30	0.67
Group V	20.30	5.30	0.67
Group VI	18.67	5.30	0.67
Group VII	19.04	5.30	0.67
Group VIII	19.39	5.30	0.67
Group IX	19.63	5.30	0.67
Group X	20.30	5.30	0.67
Truck Drivers			
Group I	16.00	7.17	0.67
Group II	16.00	7.17	0.67
Group III	16.00	7.17	0.67
Group IV	16.00	7.17	0.67
Group V	16.00	7.17	0.67
Group VI	16.00	7.17	0.67
Group VII	16.00	7.17	0.67
Group VIII	16.06	7.17	0.67
Group IX	16.41	7.17	0.67

NOTE: All Contractors are required to pay SUBSISTENCE, ZONE AND INCENTIVE PAY according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

ATTACHMENT B

POLK STREET WATER TOWER PAINTING

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Description (Project Name – Include Location)

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

_____(Seal)

_____(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

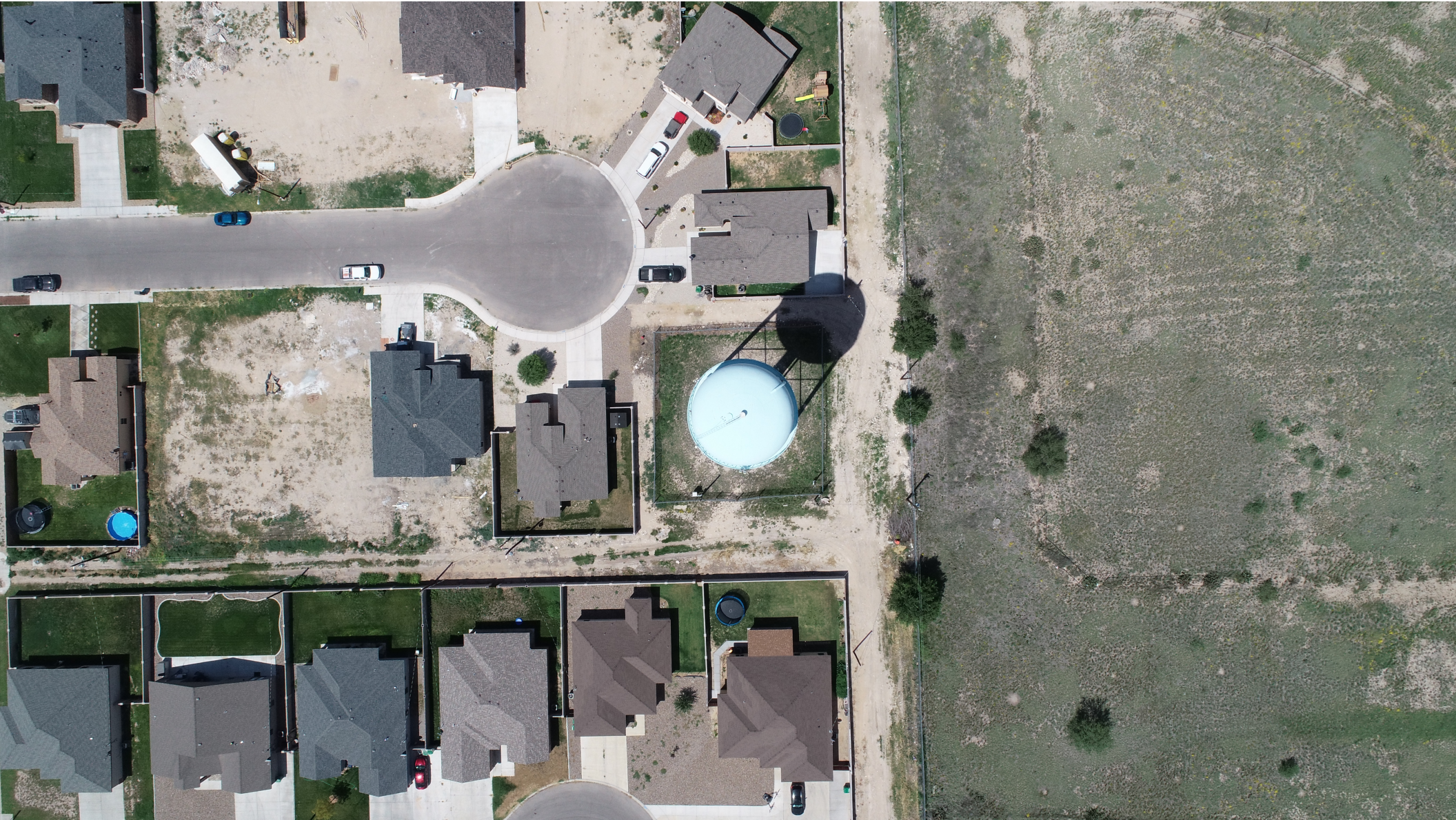
ATTACHMENT B

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Attachment C



Aerial View

Attachment C



South Side

Attachment C



East Side

Attachment C



North Side

Attachment C



West Side