



RETURN INVITATION TO BID:

GSD/PD (Rev. 03/14)

City of Carlsbad

(Hand Deliver, FedEx and UPS Only)

101 N. Halagueno, Room 114

Carlsbad, NM 88220

(Standard Mail Only)

PO Box 1569

Carlsbad, NM 88221-1569

Invitation to Bid

Title: EXCESS WORKERS COMPENSATION INSURANCE COVERAGE

Bid number: 2017-33

Agency requested delivery: As Requested

Commodity code(s): 95392, 95352, 95861, 94982

Commodity Name: Excess Workers Comp Insurance

Bid Type : Formal Sealed Bid Opening

Place: 101 N. Halagueno, Room # 204
Carlsbad, NM 88220

Bid opening date: **December 29, 2017**

Time: **2:30 p.m.**

If you have questions regarding this Bid, please contact:

Procurement Manager: Matt Fletcher, CPO

Email - msfletcher@cityofcarlsbadnm.com

Telephone No.: 575-234-7905

Ship To:
(Not Applicable)

Invoice:
City of Carlsbad
c/o Accounts Payable
PO Box 1569
Carlsbad, NM 88221-1569

Bidder MUST complete and sign the following in order for Bid to be valid:

Company name: _____

Address: _____

Telephone no.: _____

Federal tax ID#: _____

Signature: _____

Print or type name: _____

Additional Bidder Information

Applications for in-state preference will no longer be processed through the State Purchasing Division. All resident businesses, veterans, and contractors will have to obtain preference number(s) with the NM Department of Taxation & Revenue. In order for the appropriate preference to be applied to any solicitation, there must be no federal funds involved, and vendor must submit a copy of their preference certificate with each solicitation. Applications are available for download at:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

Veterans Only: The Resident Veterans Preference Certification enclosed herein **must** be completed and returned with bid in order to receive the preference.

E-mail: _____

Payment terms: Net 30 days

FOR MAILED-IN BIDS: Important- bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. (Note: "No Bid" does not require a return of this document.) Sealed bids will be received at the above address until the above specified date and local time, and then publicly opened at the location specified above.

This Bid is subject to the "Terms and Conditions," shown on the reverse side of this page, and "Additional Bidding Instructions," if any.

If applicable, Bidder acknowledges receipt of the following amendments(s):

Amendment No. _____ Dated _____ Amendment No. _____ Dated _____

City of Carlsbad
Purchasing Department
Standard Terms and Conditions
(Unless otherwise specified)

1. **General:** When the City of Carlsbad Chief Procurement Officer or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the Procurement Officer or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City.
4. **City Furnished Property:** City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within thirty (30) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The City of Carlsbad Procurement Officer or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The City purchase order number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: purchase order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the City of Carlsbad Accounts Payable Department and NOT the City Procurement Officer. .
11. **Default:** The City reserves the right to cancel all or any part of this order without cost to the City, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such

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causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City Procurement Officer or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the City of Carlsbad must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **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 bribes, gratuities and kickbacks.

15. All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the City of Carlsbad in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope and returned to the City of Carlsbad Procurement Officer. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written proposal to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the City. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The City shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the City. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the City of Carlsbad upon request. The City shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

City of Carlsbad
Purchasing Department
Standard Terms and Conditions
(Unless otherwise specified)

Important Bidding Information

All Bidders must notify the City Procurement Officer or his/her designee if any employee(s) of the City or elected City officials have a financial interest in the Bidder:

No financial interest Yes financial interest

If yes specify by name: _____

Bid tabulations will be posted to our website approximately twenty-four (24) hours after bid opening date. To access go to <http://www.cityofcarlsbadnm.com/purchasing.cfm>

Failure of Bidder to complete bidding documents, in accordance with all instructions provided, may be cause for this office to reject their bid.

Brand names and numbers are for reference only; equivalents will be considered. If bidding "equivalent" bidders must be prepared to furnish "complete data" upon request, preferably with bid, to avoid delay in award.

Specifications on the bid are not to exclude any bidder or manufacture. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized ONLY if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him from submitting a proposal on this bid, it is requested that his opinion be made known to the City Procurement Officer or his/her designee, in writing, at least seven (7) days prior to the bid opening date.

Bidders must, upon request of the City Procurement Officer or his/her designee, provide information and data to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The City Procurement Officer or his/her designee reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the State of New Mexico. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

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Awards

Determination of Lowest Bidder- Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the City in accordance with the specifications and terms & conditions set forth in the Invitation to Bid. The City of Carlsbad reserves the right to award this Invitation to Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in his/her judgment, best serves the interest of the City of Carlsbad.

The City Procurement Officer or his/her designee reserves the right to accept and/or reject any and all bids, to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the City of Carlsbad.

Special Notice- To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes; such corrections must be properly identified and signed or initialed by Bidder. Resubmittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the City Procurement Officer or his/her designee.

F.O.B. Destination- Means goods are to be delivered to the destination designated by the user which is the point at which the user accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause bid to be declared nonresponsive.

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact Matt Fletcher, CPO (575-234-7905) of this office at least five (5) working days prior to the scheduled bid opening.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the City exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

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D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE 0-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE 0-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent repayment submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the City of Carlsbad Purchasing Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PEJ0-249 and PE250 worksheet is available at the following website:
<http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx>

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Instructions to Bidders

1. Bids must be clearly marked on the outside of the sealed envelope: "Bid No. 2017-33 Excess Workers Comp Insurance"
2. All bids must be submitted on bid forms furnished by the City of Carlsbad.
3. In order to be a valid bid all bids must be signed.
4. Please submit two (2) copies of your bid.
5. Please include a copy of your Rate Commitment & Conditions with this bid.
6. No alternate bids will be accepted.
7. All bid prices, shall include all costs related to the provision of excess workers compensation insurance for a term beginning **January 16, 2018 and ending on January 15, 2019, with an option to renew for an additional year.**
8. The City reserves the right to accept or reject any or all bids.
9. Price shall not include State gross receipts tax or local option taxes. Such tax or taxes shall be added at time of invoicing at the current applicable rate, and shown as a separate item to be paid by user.
10. If bid contains exceptions, please attach on a separate sheet your exceptions to the bid.
11. Any bidder claiming a New Mexico Resident Business Preference, must include a copy of the Resident Business Certificate with the bid.
12. A signed Campaign Contribution form must be returned with your bid regardless of whether any contributions were made. Failure to return this form will result in disqualification of the bid.

A. SCOPE OF WORK

The City of Carlsbad seeks to enter into an agreement with a qualified firm for the provision of Excess Workers Compensation Insurance.

Policy Term: January 16, 2018 to January 15, 2019
Renewal Period: 12 Months

The desired coverage limits are as follows:

Employers Liability

Per Occurrence	Limit \$1,000,000
Aggregate	Limit \$1,000,000

Self-Insured Retention Per Occurrence

Fire Fighters	\$700,000
Police Officers	\$700,000
All Others	\$500,000

B. Bidder Qualifications

Bidders must possess an A.M. Best Rating of A++, A+, A or A- only.

C. Background

State law requires that every employer provide Workers' Compensation Insurance for their employees. This insurance provides coverage for accidents or disease arising from employment as prescribed by these state laws. Benefits may include lost wages, medical expenses, and permanent disfigurement/disability payments.

The State of New Mexico requires mandatory Excess Workers Compensation Insurance for self-insured employers. The City of Carlsbad is self-insured, therefore, we are seeking bids for provision of excess workers compensation insurance beginning January 16, 2018.

C. AGREEMENT TO TERMS AND CONDITIONS -

By signing this bid form, the contractor acknowledges that the requirements and expectations of this contract as listed in Section A and B, have been read and fully understood.

It is the potential bidder's responsibility to seek clarification of any items contained within this document prior to the bid opening date and time.

Questions should be addressed in writing to the Procurement Manager listed on the cover page of this document.

City of Carlsbad
 Bid 2017-33
Excess Workers Compensation Insurance
 Entity Information Sheet

General Information

Name: City of Carlsbad
 Physical Address: 101 N. Halagueno, Carlsbad, NM 88220
 Mailing Address: PO Box 1569, Carlsbad, NM 88221
 Main Phone Number: 575-887-1191
 Procurement Contact Number: 575-234-7905
 Procurement Contact Email: msfletcher@cityofcarlsbadnm.com

Types of operations to be covered by Department:

Dept.	<u>Type</u>
Executive Personnel	Administrative/Clerical
Municipal Court	Administrative/Clerical
Finance	Administrative/Clerical
Police	Law Enforcement
Fire	Fire and EMT Services
Garage	Auto Mechanical Repairs
Electric	Electrical Repairs
Construction	General Construction
Community Service	Mowing, Weed Eating, Chemical Spraying
Golf	Mowing, Weed Eating, Various Landscaping Work, Maintenance
Parks	Mowing, Weed Eating, Various Landscaping Work, Maintenance
Airport	Airfield Maintenance and Operations
Library	Administrative/Clerical
Museum	Public Museum Operations, Gift Shop, Light Construction
PER	Planning, Engineering and Code Enforcement
Community Development	Administrative/Clerical
San Jose Senior Center	Senior Center Operations
North Mesa Senior Center	Senior Center Operations
Transit	Public Transportation Services
Performing Arts Center	Facility Maintenance for Civic Center
Riverwalk Recreation Ctr.	Public Recreational Facility
Solid Waste	Trash Collection Services

<u>Dept.</u>	<u>Type</u>
Cemetery	Management Services
Sports Complex	Sports Complex Operations and Grounds Maintenance
Water	Water Meter Reading and Water System Repairs
WWTP	Waste Water Treatment Plant Operations and Maintenance
Double Eagle	Water Well Systems Maintenance and Repairs
Lab Environmental	Environmental Services and Water Sampling and Testing
WWC	Waste Water Collection System Maintenance/Repairs (Sewer)
Beautification	Beautification Projects and Community Event Coordination

Entity Questionnaire

1. Is the City of Carlsbad Self-Insured? YES
2. Are there other states or jurisdictions included for self-insurance that would not be covered by the insurance requested by this application? NO
3. Do any employees receive supplemental benefits in addition to workers' comp benefits? YES
4. Provide details of any OSHA or State OSHA violations in the past 5 years. N/A
5. Does City have any employees who may be subject to the Longshoremen and Harbor Workers Act, Jones Act or Federal Employees Liability Act? NO
6. Do the operations of the City include volunteer or donated labor? NO
7. Does City have any foreign operations or employees who travel to foreign countries? NO
8. Is the City engaged in the manufacture, production, refining, storage, distribution, or transportation of gases, gasoline or flammables? NO
9. Are there any occupational disease exposures involved in the City's operations? YES
If Yes, describe steps to control. Personal Protective Equipment and Clothing is provided.
10. Does City perform underground, subaqueous, or tunneling operations? NO
11. Do operations include wrecking or demolition of structures? YES
12. Do operations involve exposure to heights? YES
13. Does the City now (or have future plans to) own, lease or charter watercraft? YES

If yes, describe watercraft use? City uses watercraft to patrol the Pecos River during community events as well as for water rescue and diving activities as needed.

14. Does City own, lease or charter aircraft? NO

15. Complete the following information on owned or leased vehicles:

Number of:

Passenger Cars/SUV - 120

Vans/Trucks - 263

Tractors - 0

Trailers - 0

16. Is City responsible for Workers Comp coverage on owner-operators? YES

17. With respect to commercial vehicles:

States in which vehicles operate: New Mexico

Average number of persons in each unit: 2

Does City Transport chemicals, hazardous materials, explosives, explosive material, flammable material, or petroleum products? NO

18. Does City provide any transportation for employees to or from the workplace? YES

If yes, describe the type of conveyance, frequency of trips and number of employees involved: Police Department Patrol Units, Fire Vehicles, and other Pick up trucks for various departments.

Payroll Distribution by Classification Code -(See Attached)

19. Is there any significant change to the payroll distribution by classification coed in the last five years? NO

Loss Experience and Historical Activity (Past 10 Years)

-This document is also available as an excel spreadsheet available upon request.

LOSS PREVENTION and SAFETY

20. Do you have dedicated safety professionals on staff which are not human resources personnel? YES
21. Do you have safety committees? YES
22. If yes, do they have management participation? YES
23. Do you provide new hire safety training? YES
24. Do you provide job specific safety training thereafter? YES
25. Do you have a cost allocation system in place which links workers' compensation costs to the department or facility? YES
26. Do you have incentive plans in place linking individual and department workplace safety to a rewards system? YES

CLAIMS HANDLING

27. Name of service company: Cannon Cochran Management Services Inc.
Address: PO Box 2205
Indianapolis, IN 46206
28. Contact Name for Account: Tina Martin/Kindra
29. Are claims handled to conclusion? YES
30. What is the normal length of service contract? 4 Years
31. Does the City agree to let the excess carrier know about any changes in the service company or in the kind or amount of services to be performed by the service company? YES
32. Does the City have an alternate duty return to work program in place for all departments?
YES
33. Do you provide in-house medical attention for first aid injuries? YES
34. If so, who provides treatments? American Medical Group
35. Do you have a process in place in which all injuries are internally investigated and reported to your claim servicing company within 24 hours? YES

36. Do you conduct regular or quarterly claim reviews with your claim servicing company? YES

37. What type of managed care programs do you have? Nurse Case Management

EMPLOYEE CONCENTRATION WORKSHEET

Location/Department	Address	City	State	Zip	# of Employees	# of Shifts	Floors Occupied	# of Stories
Public Works	1702 W. Fox	Carlsbad	NM	88220	95	1	1	1
Water Department	1302 W. Stevens	Carlsbad	NM	88220	42	1	1	1
Waste Water Plant	45 Blackfoot Road	Carlsbad	NM	88220	12	1	1	1
Fire Dept. Station #1	409 S. Halagueno	Carlsbad	NM	88220	66	1	1	1
Police Department	602 W. Mermod	Carlsbad	NM	88220	107	1	4	4
City Hall	101 N. Halagueno	Carlsbad	NM	88220	59	1	3	3
Carlsbad Transit	510 N. Main	Carlsbad	NM	88220	26	1	1	1
Municipal Court/Annex	401 S. Halagueno	Carlsbad	NM	88220	8	1	1	1
North Mesa Sr. Center	1112 N. Mesa	Carlsbad	NM	88220	4	1	1	1
Recreation Center	400 Riverwalk Dr.	Carlsbad	NM	88220	12	1	3	3
Airport	1505 Terminal Dr.	Carlsbad	NM	88220	4	1	1	1
Library	101 S. Halagueno	Carlsbad	NM	88220	19	1	1	1
San Jose Senior Center	2814 San Jose Blvd	Carlsbad	NM	88220	5	1	1	1
Cemetary	1306 Boyd Drive	Carlsbad	NM	88220	0	0	1	1
Library/Museum	114 S. Halagueno	Carlsbad	NM	88220	20	1	2	2
Golf Course	1053 Mission	Carlsbad	NM	88220	7	1	1	1
Sports Complex	3001 W. Lea	Carlsbad	NM	88220	10	1	1	1
				Total	496			

BID 2017-33

BID FORM

The following form must be completed in full for bids to be valid:

Excess Workers' Compensation Insurance

Current Term Minimum Premium \$ _____

Renewal Term Minimum Premium \$ _____

Please list the Premium as one lump sum amount paid annually at commencement of term.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“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.

“Prospective contractor” means a person or business that 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 or business 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.

CURRENT CITY OF CARLSBAD ELECTED OFFICIALS

Mayor – Dale Janway

City Council Ward 1

Edward T. Rodriguez
Lisa A. Anaya-Flores

City Council Ward 3

Jason C. Shirley
Wesley Carter

City Council Ward 2

J.R. Doport
Leo Estrada

City Council Ward 4

Richard W. Doss
Wanda Durham

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Name(s) of Applicable Public Official(s) if any:

Contribution Made By:

Relation to Prospective Contractor:

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)

--OR--

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)

New Mexico Resident Business Preference

The State of New Mexico Procurement Code mandates a New Mexico Resident Business Preference on all bids and request for proposals (RFP).

Qualified resident businesses will be given a 5% preference on all bids. When bids are evaluated, New Mexico Businesses registered with the Department of Taxation and Revenue, will have its bid reduced by a factor of 5%.

Qualified resident businesses will be given a 5% preference on all RFP's. When proposals are evaluated, New Mexico resident businesses that are registered with the Department of Taxation and Revenue, will receive an additional points equivalent to 5% of the total points possible for award.

As of October 5, 2011, applications for in-state preference will no longer be processed through the State Purchasing Division. All resident businesses, veterans and contractors will have to obtain a preference number with the NM Department of Taxation & Revenue. For additional information please call 505-827-0951.

Qualifications

- A. To receive a **resident** business **preference** pursuant to Section 13-1-21 NMSA 1978 or a **resident** contractor **preference** pursuant to Section 13-4-2 NMSA 1978, a business or contractor shall submit with its bid or proposal a copy of a valid **resident** business certificate or valid **resident** contractor certificate issued by the taxation and revenue department.
- B. An application for a **resident** business certificate shall include an affidavit from a certified public accountant setting forth that the business is licensed to do business in this state and that:
- (1) the business has paid property taxes or rent on real property in the state and paid at least one other tax administered by the state in each of the three years immediately preceding the submission of the affidavit;

(2) if the business is a new business, the owner or majority of owners has paid property taxes or rent on real property in the state and has paid at least one other tax administered by the state in each of the three years immediately preceding the submission of the affidavit and has not applied for a **resident** business or **resident** contractor certificate pursuant to this section during that time period;

(3) if the business is a relocated business, at least eighty percent of the total personnel of the business in the year immediately preceding the submission of the affidavit were **residents** of the state and that, prior to the submission of the affidavit, the business either leased real property for ten years or purchased real property greater than one hundred thousand dollars (\$100,000) in value in the state; or

(4) if the business is a previously certified business or was eligible for certification, the business has changed its name, has reorganized into one or more different legal entities, was purchased by another legal entity but operates in the state as substantially the same commercial enterprise or has merged with a different legal entity but operates in the state as substantially the same commercial enterprise.

C. An application for a **resident** contractor certificate shall include an affidavit from a certified public accountant setting forth that the contractor is currently licensed as a contractor in this state and that:

(1) the contractor has:

(a) registered with the state at least one vehicle; and

(b) in each of the five years immediately preceding the submission of the affidavit: 1) paid property taxes or rent on real property in the state and paid at least one other tax administered by the state; and 2) paid unemployment insurance on at least three full-time employees who are **residents** of the state; provided that if a contractor is a legacy contractor, the requirement of at least three full-time employees who are **residents** of the state is waived;

(2) if the contractor is a new contractor, the owner or majority of owners has paid property taxes or rent on real property in the state and has paid at least one other tax administered by the state in each of the five years immediately preceding the submission of the affidavit and has not applied for a **resident** business or **resident** contractor certificate pursuant to this section during that time period;

(3) if the contractor is a relocated business, at least eighty percent of the total personnel of the business in the year immediately preceding the submission of the affidavit were **residents** of the state and that, prior to the submission of the affidavit, the contractor either leased real property for ten years or purchased real property greater than one hundred thousand dollars (\$100,000) in value in the state; or

(4) if the contractor is a previously certified contractor or was eligible for certification, the contractor has changed its name, has reorganized into one or more different legal entities, was purchased by another legal entity but operates in the state as substantially the same enterprise or has merged with a different legal entity but operates in the state as substantially the same commercial enterprise.

D. The taxation and revenue department shall prescribe the form and content of the application and required affidavit. The taxation and revenue department shall examine the application and affidavit and, if necessary, may seek additional information to ensure that the business or contractor is eligible to receive the certificate pursuant to the provisions of this section. If the taxation and revenue department determines that an applicant is eligible, the department shall issue a certificate pursuant to the provisions of this section. If the taxation and revenue department determines that the applicant is not eligible, the department shall issue notification within thirty days. If no notification is provided by the department, the certificate is deemed approved. A certificate is valid for three years from the date of its issuance; provided that if there is a change of ownership of more than fifty percent, a **resident** business or **resident** contractor shall reapply for a certificate.

E. A business or contractor whose application for a certificate is denied has fifteen days from the date of the taxation and revenue department's decision to file an objection with the taxation and revenue department. The person filing the objection shall submit evidence to support the objection. The taxation and revenue department shall review the evidence and issue a decision within fifteen days of the filing of the objection.

F. If, following a hearing and an opportunity to be heard, the taxation and revenue department finds that a business or contractor provided false information to the taxation and revenue department in order to obtain a certificate or that a business or contractor used a certificate to obtain a **resident** business or **resident** contractor **preference** for a bid or proposal and the **resident** business or contractor did not perform the percentage of the contract specified in the bid or proposal, the business or contractor:

(1) is not eligible to receive a certificate or a **preference** pursuant to Section 13-1-21 or 13-4-2 NMSA 1978 for a period of five years from the date on which the taxation and revenue department became aware of the submission of the false information or the failure to perform the contract as specified in the bid or proposal; and

(2) is subject to an administrative penalty of up to fifty thousand dollars (\$50,000) for each violation.

G. In a decision issued pursuant to Subsection E or F of this section, the taxation and revenue department shall state the reasons for the action taken and inform an aggrieved business or contractor of the right to judicial review of the determination pursuant to the provisions of Section 39-3-1.1 NMSA 1978.

H. The taxation and revenue department may assess a reasonable fee for the issuance of a certificate not to exceed the actual cost of administering the taxation and revenue department's duties pursuant to this section.

I. The state auditor may audit or review the issuance or validity of certificates.

J. For purposes of this section:

(1) "new business" means a person that did not exist as a business in any form and that has been in existence for less than three years;

(2) "new contractor" means a person that did not exist as a business in any form and that has been in existence for less than five years;

(3) "legacy contractor" means a construction business that has been licensed in this state for ten consecutive years; and

(4) "relocated business" means a business that moved eighty percent of its total domestic personnel from another state to New Mexico in the past five years.

History: 1953 Comp., § 6-5-32.1, enacted by Laws 1969, ch. 184, § 1; 1979, ch. 72, § 2; 2011 (1st S.S.), ch. 3, § 2.

Application of Preference

A. For the purposes of this section:

(1) "business" means a commercial enterprise carried on for the purpose of selling goods or services, including growing, producing, processing or distributing agricultural products;

(2) "formal bid process" means a competitive sealed bid process;

(3) "formal request for proposals process" means a competitive sealed proposal process, including a competitive sealed qualifications-based proposal process;

(4) "public body" means a department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of the state or a political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts, local school boards and all municipalities, including home-rule municipalities;

(5) "**resident** business" means a business that has a valid **resident** business certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978; and

(6) "recycled content goods" means supplies and materials composed twenty-five percent or more of recycled materials; provided that the recycled materials content meets or exceeds the minimum content standards required by bid specifications.

B. When a public body makes a purchase using a formal bid process, the public body shall deem a bid submitted by a **resident** business to be five percent lower than the bid actually submitted.

C. When a public body makes a purchase using a formal request for proposals process:

(1) five percent of the total weight of all the factors used in evaluating the proposals shall be awarded to a **resident** business based on the **resident** business possessing a valid **resident** business certificate; or

(2) if the contract is awarded based on a point-based system, a **resident** business shall be awarded the equivalent of five percent of the total possible points to be awarded based on the **resident** business possessing a valid **resident** business certificate.

D. When a joint bid or joint proposal is submitted by both **resident** and nonresident businesses, the **resident** business **preference** provided pursuant to Subsection B or C of this section shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a nonresident business as specified in the joint bid or proposal.

E. When bids are received for both recycled content goods and non-recycled content goods, the public body shall deem the bids submitted for recycled content goods of equal quality to be five percent lower than the bids actually submitted. A bid calculation pursuant to this subsection for a **resident** business shall not also receive the bid calculation **preference** pursuant to Subsection B of this section.

F. The procedures provided in Sections 13-1-172 through 13-1-183 NMSA 1978 or in an applicable purchasing ordinance apply to a protest to a public body concerning the awarding of a contract in violation of this section.

G. This section shall not apply when the expenditure includes federal funds for a specific purchase.

History: 1978 Comp., § 13-1-21, enacted by Laws 1979, ch. 72, § 1; 1981, ch. 104, § 1; 1988, ch. 84, § 1; 1989, ch. 310, § 1; 1995, ch. 60, § 1; 1997, ch. 1, § 2; 1997, ch. 2, § 2; 1997, ch. 3, § 1; 2000, ch. 41, § 1; 2011 (1st S.S.), ch. 3, § 1.

Resident Veterans Preference Certification

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

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 \$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.

"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 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 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.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business

The representations made in 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 to be incorrect.
