

**BID DOCUMENTS
FOR**

**IFB 21-HR-004
PHYSICAL EXAMS AND DRUG/ALCOHOL
SCREENINGS**

CITY OF RIO RANCHO, NEW MEXICO



August 2020

PREPARED BY:
City of Rio Rancho
Department of Finance/Purchasing Division
3200 Civic Center Circle, NE
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Bid Submission Packet

Bid submission packet must include the following items:

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BID SPECIFIC REQUIREMENTS
IFB 21-HR-004
PHYSICAL EXAMS AND DRUG/ALCOHOL SCREENINGS

THE REQUIREMENTS MARKED WITH A BELOW APPLY TO THIS BID. FAILURE TO COMPLY WITH THE STATED REQUIREMENTS MAY RESULT IN IMMEDIATE DISQUALIFICATION.

- Due to the current health concerns and the changing environment in respect to COVID-19 the City is requesting all bid submissions be submitted via email to mschimmel@rrnm.gov on September 22, 2020 no later than 11:00 AM MST. The City will conduct the public bid opening and reading of bids received via the GoToMeeting service. A link will be provided on the City's website. Bidders must submit their original bid in a sealed envelope or container via USPS or other mailing service no later than September 25, 2020 to the address specified in the bid document. Bidders will be deemed Non-Responsive if original physical bid submissions are received after the aforementioned date.
- The bid must be signed by an authorized representative.
- Please acknowledge receipt of Addenda (if any) by initialing next to the number of each Addendum received.
- Liability Insurance: The successful Bidder shall obtain and maintain during the life of any Contract resulting from this IFB a comprehensive general liability insurance policy and automobile liability coverage with liability limits in amounts not less than One Million dollars (\$1,000,000.00) per claim of liability for bodily injury, including death, and property damage in any one occurrence. If required coverages are provided by separate policies, each policy shall have the liability limits required above. Such policy(ies) shall include coverage for all of Contractor's operations performed for the City, coverage for the use of all owned, non-owned and hired automobiles, vehicles and other equipment, both on- and off-site, and contractual liability coverage that specifically insures the Contractor for any liability arising from its indemnification obligations under the Contract resulting from this IFB. Prior to commencing any work under the Contract, the Contractor shall provide the City's Purchasing Office one or more certificates of insurance demonstrating the Contractor's fulfillment of the foregoing insurance requirements. The Contractor shall require the same insurance coverages and endorsements from each subcontractor engaged by the Contractor to fulfill any of its obligations under the Contract resulting from this IFB. The City shall be named an additional insured in each such policy maintained in satisfaction of the foregoing requirements.
- A Mandatory Pre-Bid Conference will be held at N/A, in the Department of Financial Services Conference Room, located at 3200 Civic Center Circle NE, Suite 300, Rio Rancho, NM 87144. When attendance is mandatory, failure to attend shall disqualify the prospective Bidder from submitting his Bid. Whenever attendance is not specified as mandatory, prospective Bidder are

encouraged to attend and should be prepared to ask questions or request clarifications regarding the project and bidding documents. Nothing stated at the pre-bid conference shall change the bidding documents unless a change is made by Addendum. When attendance is not mandatory, failure of a Bidder to attend the pre-bid conference shall mean that the bidding documents are clear, unambiguous, and acceptable to all non-participants, with respect to all who submit bids.

- Pricing for All Bid Items Required: Bidder shall provide pricing for all items included on the bid proposal form. Failure of the Bidder to provide pricing for any and all items on the bid proposal form may cause a bid to be considered non-responsive. It is the City's intent to award to the Responsive and Responsible Bidder offering the lowest extended total price for all items / services. If a contract resulting from this IFB shall be a "List Price plus Discount" contract, as defined by the City's Procurement Code. Cost plus Percentage Cost contracts are prohibited by the City's Procurement Code, and no bid shall be accepted where such Cost plus Percentage Cost offers are proposed. Bidder(s) shall provide a less percentage discount off the published catalog/price list maintained at the time of receipt of bids for each section identified in the Bid Form or as requested by the City.
- Price List or Catalog: Before a Purchase Order is issued, the successful Bidder shall be required to submit a copy of the price list or catalog referred to in the successful offer. The price list shall become effective when it is received and accepted by the Purchasing Office. Failure to submit a price list by the required date specified in this request may cause a bid to be considered non-responsive.
- Additional Work Rates: The Bidder shall provide an hourly rate and a material cost in addition to the lump sum offer to be used solely for computing the costs of any additional work required and approved by the City.
- Manufacturer's Information: Any offer made in response to this IFB must include the manufacturer's make and model number (as applicable) of each item and literature clearly describing the item. Failure to provide this information may result in rejection of the offer.
- Bid Bond: Each offer must be accompanied by a bid bond, issued by a surety duly authorized to conduct business in the State of New Mexico and acceptable to the City in the amount of five percent (5%) of the total bid price, as a guaranty that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with this IFB and, if required by this IFB, will furnish good and sufficient bond for the faithful performance of the Contract and for the payment of all labor and materials. The Bidder must be named as principal on the bond. No third party bid bonds will be accepted. Certified checks, personal checks, cash or other substitutes will not be accepted in lieu of a bid bond.
- Local Area Maintenance: No offer will be considered unless adequate maintenance is available in the Albuquerque Metro Area.
- Prequalification Requirement: Bidders must be prequalified through the City's Purchasing Division in order to qualify to submit for this IFB.

Bid Schedule:

- Legal Advertisement: August 28, 2020
- Question Submission Deadline: September 12, 2020 by 5:00 PM MST
- Addendum Deadline: September 15, 2020
- Bid Submission Deadline: September 22, 2020 by 11:00 AM MST

ACKNOWLEDGEMENT FORM

Please complete this form and return it to the City of Rio Rancho Financial Services Department. Form may be faxed, emailed or mailed to the City contact listed below. Failure to return this form will not exclude a firm from submitting a bid; however, only those prospective Bidders who elect to return this form completed with the indicated intention of submitting a bid will receive addenda, if issued, or other additional information pertaining to this bid.

COMPANY: _____

REPRESENTED BY: _____

TITLE: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

If you require additional information regarding this bid, or the Procurement process, please contact:

City of Rio Rancho
Department of Finance Services, Purchasing Division
Attention: Matthew Schimmel, Purchasing Specialist
3200 Civic Center Circle NE, STE 300
Rio Rancho, NM 87144
Telephone: (505) 891-5064
Fax: (505) 891-5762
mschimmel@rrnm.gov

INSTRUCTIONS TO BIDDERS

DEFINITIONS: As used in this IFB and in the City of Rio Rancho Procurement Code, the following definitions apply:

- A. AGREEMENT means any contract between the City and Contractor pertaining to price, terms, and conditions for the Procurement of items of tangible personal property, services or construction services as described in and awarded as a result of this Invitation for Bids.
- B. AREA BUSINESS means a Resident Business or Resident Contractor which:
 - (1) Is authorized to do and is doing business under the laws of the State of New Mexico;
 - (2) Possesses a current City business registration;
 - (3) Maintains a bona fide place of business within the corporate limits of the City, and agrees to conduct its activities pursuant to the Contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
 - (4) Agrees to furnish evidence, in a form suitable to the City, of its payment of New Mexico Gross Receipts Tax.
- C. Bidder means a business that submits a bid in response to this Invitation for Bids.
- D. Central Purchasing Office or Purchasing Office means the Purchasing Division of the City's Department of Financial Services.
- E. City means the City of Rio Rancho, a political subdivision of the State of New Mexico.
- F. Contract means any agreement between the City and Contractor as to price, terms, and conditions for the Procurement of items of tangible personal property, services or construction services as described in and awarded as a result of this Invitation for Bids.
- G. Contractor means a Bidder who has been awarded a Contract.
- H. Invitation for Bids or IFB means this Invitation for Bids, which includes all exhibits, schedules and other attachments referred to herein.
- I. Local Business LOCAL BUSINESS means a Resident Business or Resident Contractor which:
 - (1) Is authorized to do and is doing business under the laws of the State of New Mexico;
 - (2) Possesses a current City business registration;
 - (3) Maintains its principal place of business within the corporate limits of the City; and
 - (4) Agrees to furnish evidence, in a form suitable to the City, of its payment of New Mexico Gross Receipts Tax.
- J. Notice of Invitation for Bids means the notice regarding this Invitation for Bids, containing a brief description of the items of tangible personal property, services or construction to be procured, the location where this Invitation for Bids can be obtained, where bids are to be received, the cost, if any, for copies of plans and specifications, the date and place of the bid opening, and other information the Procurement Officer deems necessary.
- K. Procurement means the purchasing, renting, leasing, lease purchasing or otherwise acquiring items of tangible personal property, services or construction, and all aspects of such Procurement, including

but not limited to preparation of specifications, solicitation of sources, qualification or disqualification of Bidders, preparation and award of Contract, and Contract administration.

- L. Procurement Officer means the City Manager or other person authorized by the City Manager to oversee the administration of the Procurement process.
- M. Purchase Order means the document issued by the Central Purchasing Office, which directs a Contractor to deliver items of tangible personal property, services or construction pursuant to an existing Contract, and creates an encumbrance of funds necessary for payment.
- N. RECYCLED CONTENT GOODS has the meaning set forth in NMSA 1978 § 13-1-21(A)(6), as amended from time to time.
- O. Resident Business: has the meaning set forth in NMSA 1978 § 13-1-21(A)(5), as amended from time to time.
- P. Resident Contractor: has the meaning set forth in NMSA 1978 § 13-4-2(A)(5), as amended from time to time.
- Q. Resident Veteran Business: has the meaning set forth in NMSA 1978 § 13-1-22(A)(7), as amended from time to time.
- R. Resident Veteran Contractor: has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.
- S. Responsible Bidder means a business that submits a Responsive bid and which has furnished, when required, information sufficient to prove that the Bidder's financial resources, production or service facilities, integrity, personnel, service reputation and experience are adequate to satisfactorily deliver the items of tangible personal property described in this Invitation for Bids.
- T. Responsive bid means a bid which conforms in all material respects to the requirements set forth in this Invitation for Bids and the drawings, specifications and other documents designated herein. Material respects of a bid include, but are not limited to, price, quality, quantity or delivery requirements.
- U. STATUTORY PREFERENCE means the five percent (5%) preference for Resident Businesses, Resident Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.
- V. QUALIFYING COMPANY means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

PREPARATION OF BIDS:

- A. Submission: All bids must be submitted on the Bid Proposal Form attached. Failure to do so may disqualify your bid. It is the responsibility of the Bidder to submit sufficient additional information to allow for a thorough evaluation of the bid submitted.
- B. Preparation method: All information required in this IFB must be typewritten or handwritten in ink and must be legible. Erasures or other changes must be initialed by the person signing the bid. Each bid must be signed on the appropriate pages by an individual authorized to bind the Bidder submitting

the bid. In the event that a bid or Contract is signed by an agent, the City reserves the right to require evidence of the agent's authority.

- C. Unit Prices: The unit price for each item offered shall be shown unless otherwise specified. In the case of a discrepancy between the unit price and the extended price, the unit price shall govern in determining the price used for evaluation.
- D. Estimated Quantities: The quantities shown on the bid are estimated quantities only. The City of Rio Rancho reserves the right to purchase more than or less than the quantities shown. In any event, the unit bid prices shall govern for the duration of the Contract. Any and all price increases for items specified under the bid shall be mutually agree upon via a Contract modification and shall become effective upon written approval of the City's Procurement Officer, or his designee.
- E. Delivery Time: Delivery time stated in the specifications shall apply. Deviations by the Bidder shall be stated as an exception taken to this IFB as part of their response to this IFB. Time, if stated in number of days, will be consecutive calendar days.
- F. Delivery, Unpacking, Assembly and Placement: Any offer in response to this IFB must include delivery, unpacking, assembly and placement of items as specified in this IFB. All costs associated with delivery, unpacking, assembly and placement must be included as a part of the unit price bid for each item.
- G. Freight Policy: Freight will be F.O.B. Destination (as indicated on the Request Form), Freight Prepaid, unless otherwise specified in this IFB.
- H. Taxes: The City of Rio Rancho is exempt from payment of New Mexico Gross Receipt Taxes (NMGRT) on materials purchased, but is subject to such tax on services, including construction services as defined in NMSA 1978 § 7-9-3.M. A Bidder shall include any applicable NMGRT in its bid price, unless specified otherwise in this IFB, and bids will be construed in that manner. Determination of whether NMGRT is due and payment of the tax is the responsibility of the Bidder. Applicable taxes are to be listed separately and included in each invoice due and may not be billed more than sixty (60) days after providing the services to which the taxes apply.
- I. New Material, Etc.: All materials, supplies, equipment, and vehicles specified in this IFB shall be new, the latest in production and manufactured within the last twelve (12) months (computed from the date and time of bid opening), unless otherwise indicated. This does not apply to materials, supplies, equipment or vehicles used by the Contractor to provide the required item(s) of tangible personal property.
- J. Warranty: Materials furnished by the successful Bidder shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials. The Bidder agrees that item(s) of tangible personal property furnished under any Contract resulting from this IFB shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such item(s). Further, the Bidder agrees that the rights and remedies provided in such warranties will 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 IFB. The Bidder agrees not to disclaim any warranties of fitness for a particular purpose or of merchantability. Warranties shall become effective at the time of acceptance of the goods furnished.
- K. Equivalent Bids: Where a product is characteristic of a sole manufacturer, or where a brand name is indicated in the specifications, it shall be defined to mean "minimum acceptable level" or "minimum quality required" unless the specifications state that no substitutions or equivalents will be allowed. If

the Bidder bids an item other than the one specified, which the Bidder considers comparable, the manufacturer's name and model number of that item must be specified in the bid and sufficient performance and descriptive data provided to permit a thorough evaluation. Failure to provide the appropriate information may result in disqualification of the bid.

- L. Exceptions to Specifications: Specifications of items or components included in a bid shall be equal to or better than the standards set by the technical specifications made a part of this IFB, and all exceptions to these specifications shall be so listed on a separate sheet titled, "EXCEPTIONS TO THE SPECIFICATIONS." Any bid submitted without exceptions will be required to meet every detail of the City's technical specifications regardless of cost to the Bidder.
- M. Site Inspection: All Bidders are required to conduct an on-site inspection. Failure by the Bidder to become acquainted with the conditions affecting the work specified in this IFB shall not constitute relief from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Bidder shall be responsible for any excess costs resulting from failure to estimate accurately. Failure to conduct an on-site inspection may result in the rejection of a bid.
- N. Service Facilities: The Bidder, upon submitting a bid in response to this IFB, must have service facilities, which are, in the opinion of the City, adequate to perform the services specified in this IFB. The City reserves the right to inspect and determine if the facilities meet this requirement. The final determination of satisfaction of this requirement rests with the City.
- O. Licenses and Certifications: The Bidder must provide proof, in a manner acceptable and within the time period specified by the Purchasing Office, but prior to award, unless otherwise specified in this IFB, that they are licensed and certified by the appropriate agencies as required by law to provide the goods specified in this IFB.

ETHICAL CONDUCT:

By submitting a bid in response to this IFB, each Bidder certifies that:

- A. It has not offered, given or agreed to give to any City employee or former employee, a gratuity or offer of employment to influence the preparation of or recommendation of award of this IFB;
- B. It has not retained a person to solicit or secure a City Contract for a contingent fee;
- C. It has not taken any action in restraint of free competitive bidding in connection with this IFB;
- D. It has not in any way violated the ethical conduct or other provisions of the City's Procurement Code;
- E. It currently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance of any Contract resulting from this IFB; and
- F. The accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under state or federal law.
- G. The City of Rio Rancho Procurement Code, Section 36.37, paragraph B, notes that New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

REQUESTS FOR EXPLANATIONS BY BIDDERS:

- A. Requests for Explanation: Any explanation desired by the Bidder regarding the meaning or interpretation of specifications or any part of this IFB must be requested in writing and received in the Purchasing Office not less than ten (10) calendar days prior to the scheduled bid opening. This IFB is issued on behalf of the City of Rio Rancho by the Purchasing Office, which is **THE SOLE POINT OF CONTACT DURING THE PROCUREMENT PROCESS**. Communications initiated by Bidders with members of the Governing Body or City Personnel other than as coordinated by Purchasing Office Staff, shall be grounds for Bidder Disqualification. Any inquiries or requests during the Procurement process shall be submitted in writing to the following point of contact:

City of Rio Rancho
 Department of Finance Services, Purchasing Division
 Attention: Matthew Schimmel, Purchasing Specialist
 3200 Civic Center Circle NE, STE 300
 Rio Rancho, NM 87144
 (505) 891-5064
 mschimmel@rrnm.gov

- B. Responses to Requests: Oral explanations or instructions given prior to the opening of the offer shall not be binding. All official explanations must be issued in writing by the Purchasing Office.

CLARIFICATION OF BIDS:

The City may, in the evaluation of bids, request clarification from Bidders regarding their bids, or additional material or literature, and pursue other avenues of research, as the City deems necessary to insure that a thorough evaluation is conducted.

SUBMISSION OF BIDS:

- A. Time: Bids not received by the time and date indicated in this IFB will not be accepted.
- B. Hand Delivered: Bids may be hand delivered to the Office of the City Clerk, City Hall, 3200 Civic Center Circle NE, Room #150, Rio Rancho, NM 87144.
- C. Mailed: Bids may be mailed to Office of the City Clerk, City Hall, 3200 Civic Center Circle NE, Room #150, Rio Rancho, NM 87144, and will be considered submitted when actually received and time stamped. The City shall not be responsible for bids that are mailed and not received by the date and time specified in this IFB.
- D. Receipts: The Office of the City Clerk will provide receipts (upon request) for bids that are hand delivered.
- E. Envelope Preparation: The envelope or package containing a bid must be sealed and the following identifying information legibly written or typed on the outside:
- a. Name of Bidder;
 - b. Bid Number assigned by the City to this IFB; and
 - c. Opening date identified in this IFB or in one or more subsequent addenda.

- F. No Other Methods of Delivery: No means of delivery of bids other than those specified above, including telephone, e-mail, or facsimile, will be accepted.
- G. Public Inspection: Each bid shall be open to public inspection, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential. Material so designated shall accompany the bid and each page shall be clearly marked and readily separable from the bid in order to facilitate public inspection of the non-confidential portions of the bid. Prices and makes and models or catalog numbers of items offered, deliveries and term of payment shall be publicly available at the time of the opening of the bids, regardless of any designation to the contrary. The City shall endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of bids. Bidders are cautioned, however, that materials designated confidential may nevertheless be subject to disclosure to any New Mexico citizen under the Inspection of Public Records Act (NMSA 1978 §§ 14-2-1 through 14-2-12).
- H. Delays or Closings of City Offices: In the event that City Hall is officially on a delayed opening for any reason (for example, inclement weather) and City Hall is not open at least two (2) hours prior to bid opening, the deadline for bid and proposal submissions will be delayed for exactly the amount of time indicated in the official City announcement. For example, if City Hall is on a two (2) hour delay, deadline for receipt of bids and proposals due prior to 12:00 p.m. will be delayed by two (2) hours and bids due after 12:00 p.m. will be due at their regularly scheduled time. Also, if City Hall is officially closed for any reason (such as inclement weather) for all or part of the day that submission of bids is due (other than an official, announced delayed opening), bids will be due at the same time on the following business day. Any delayed opening or closing of City Hall will be announced on the City's website <http://www.rnm.gov>.

WITHDRAWAL OF BIDS:

A bid may be withdrawn in person at any time BEFORE the scheduled opening of bids, provided a receipt for the withdrawn offer is signed by the Bidder or the Bidder's authorized representative. The City reserves the right to request proof of authorization to withdraw a bid.

OPENING OF BIDS:

Bids will be opened by the Purchasing Division at the time and place specified in this IFB. Openings are open to the public. All Bidders are encouraged to attend.

DISQUALIFICATION OF BIDS:

The City reserves the right to reject a bid for any one or more of the following reasons:

- A. The City determines a bid to be non-responsive in any manner to the requirements of this IFB.
- B. In the past the Bidder has failed to comply with previous contractual commitments, bids, proposals, or offers to the City.
- C. In the opinion of the City, the Bidder is not capable of providing the offered items of tangible personal property, services or construction as offered or required by this IFB or is otherwise not a Responsible Bidder.
- D. The Bidder has not provided sufficient or detailed information to allow for the evaluation of the bid.

- E. In the opinion of the City, the bid prices are higher than the prices for which the specified items or services can be purchased on the open market.
- F. The Bidder failed to properly fill in any space on the Request Form or any attached document in which information or a signature is required.
- G. The Bidder did not, at the time the bid is submitted, have any license or certification required by law.
- H. The Bidder failed to submit with its bid any bond or other material requirements of this IFB or has otherwise submitted a non-responsive offer.
- I. There are unauthorized additions, conditions, alternate proposals or other irregularities of any kind, which might make the bid incomplete, indefinite or ambiguous in meaning.
- J. The bid was not submitted in ink or typewritten, or there is any erasure or alteration of words or figures relating to pricing which is not initialed in ink by the Bidder.
- K. The City determines that a bid contains any misrepresentations whatsoever.
- L. Notwithstanding the foregoing, the City reserves the right to waive any irregularity in a bid if the Procurement Officer deems, in his or her sole discretion, such irregularity to be immaterial to the purpose of this solicitation and that waiving the same is in the best interest of the City.

REJECTION/CANCELLATION OF BIDS:

Any solicitation, prior to opening or after opening, may be canceled or any or all bids may be rejected in whole or in part when it is in the best interest of the City to do so.

MINOR OR TECHNICAL IRREGULARITIES:

Minor or technical irregularities in a bid, when there is no effect on price, quality or quantity may be waived and clerical errors in a bid may be corrected, if it is in the best interest of the City.

NONCONFORMING/CONDITIONAL, OR COUNTER BIDS:

The City will reject any bid that is nonconforming or conditional, in whole or in part.

BID ANALYSIS:

The City reserves the right to analyze, examine and interpret any bid for a period of ninety (90) calendar days after the scheduled time for the opening of bids. Bids may not be rescinded during this period except for good cause and with the written approval of the Procurement Officer. In those situations where the analysis/evaluation exceeds ninety (90) calendar days, Bidders may withdraw their bids from consideration.

AWARD OF CONTRACT:

- A. When Award Occurs: The award of a Contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Bidder. A recommendation of award does not constitute award of Contract.

- B. Award: The City of Rio Rancho reserves the right to reject any or all bids or accept any presented which meet these specifications, and which would be in the best interest of the City and will not necessarily be bound to accept the low bid. The City reserves the right to make multiple awards as a result of this IFB if doing so would be advantageous to the City. The City may issue multiple awards on an item-by-item basis to the Responsive and Responsible Bidder(s) offering the lowest price for each item or to the Responsive and Responsible Bidder(s) offering the lowest total price for each category of items. Multiple source awards shall not be made when a single award will meet the need of the City without sacrifice of economy or service. Awards shall be limited to the least number of suppliers necessary to meet the requirements of the City. In addition, The City reserves the right to award to Primary and Secondary Vendors, in which case, the lowest Responsive bid overall, in each category, or for each item shall be the Primary Vendor who shall be the primary source for all designated bid items. The next lowest Responsive bid shall be the Secondary Vendor who shall be the secondary or back-up source of for all designated bid items. The Secondary Vendor shall be utilized only if extenuating circumstances or non-compliance precludes the Primary Vendor from fulfilling orders for goods or services. This IFB gives no guarantee of minimum quantities or work.

If a contract resulting from this IFB shall be a “List Price plus Discount” contract, as defined by the City’s Procurement Code. Cost plus Percentage Cost contracts are prohibited by the City’s Procurement Code, and no bid shall be accepted where such Cost plus Percentage Cost offers are proposed. Bidder(s) shall provide a less percentage discount off the published catalog/price list maintained at the time of receipt of bids for each section identified in the Bid Form or as requested by the City.

- C. Determination of Bidder Responsibility: The City may make such investigations it deems necessary to determine the ability of the Bidder to perform the services and/or supply the items of tangible personal property specified herein. The Bidder shall, within seven (7) calendar days, furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if evidence submitted by, or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of this Invitation For Bids.
- D. Application of Resident, Local, Area, and Recycled Content Goods Preference: In all Invitations for Bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time. A copy of a valid Resident Business Certificate or Resident Contractor Certificate issued by the New Mexico Taxation & Revenue Department. Information regarding resident preference can be obtained by contacting the Point of Contact as listed herein.

In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:

- (1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and
- (2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.

In addition to the definitions and criteria set forth in this section, the Central Purchasing Office may impose additional requirements regarding the nature, size and/or location of offerors or Bidders in any request for proposals or Invitation for Bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.

Information regarding the City's Procurement Code and the application of the local and resident preference can be obtained by contacting the Point of Contact as listed herein.

For consideration for the Area, Local, and Recycled Content Goods preference, the Offeror must complete the Preference Certification Form, attached hereto, in accordance with the instructions and return the form with its Technical Proposal.

In addition to the definitions and criteria set forth in the section, when a joint bid or joint proposal is submitted by both Resident and non-Resident Businesses, the Resident Business preference provided pursuant to Subsection B or C of the NMSA 978 §§ 13-1-21 or 13-4-5, as amended from time to time, 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 non-Resident Business as specified in the joint bid or proposal.

PROTEST PROCESS:

- A. Right to Protest: Any Bidder or Bidder who is aggrieved in connection with a solicitation or award of a Contract may protest to the Central Purchasing Office.
- B. Timely Protest: The protest must be submitted in writing within ten (10) calendar days after knowledge of the facts or occurrences given rise thereto.
- C. Required Information: All protests must be submitted in legible, written form and delivered either personally or by mail to the Purchasing Division of the City's Department of Financial Services (the same address to which bids are to be mailed). Protests delivered by any other method, including facsimile, telephone, or e-mail will not be accepted. Protest shall contain at a minimum the following:
 - (1) Name and address of the protesting party;
 - (2) The solicitation/IFB number;
 - (3) A clear statement of the reason(s) for the protest;
 - (4) A clear statement of the facts that support the protest;
 - (5) Attachments of any written evidence available to substantiate the protest; and
 - (6) A statement specifying the relief or ruling requested.
- D. The envelope enclosing a protest should clearly indicate "PROTEST" and the IFB number.
- E. Authority to resolve. The Procurement Officer has the authority to take any action reasonably necessary to resolve a protest in accordance with the City's Procurement Code, but does not have any authority to award money damages or attorney fees.

GENERAL REQUIREMENTS AND SPECIFICATIONS

These General Requirements and Specifications are a description of the physical or functional characteristics, or nature of the item(s) of tangible personal property, service or construction to be procured under this Invitation for Bids, and also contain the applicable terms and conditions for the Procurement of the same. The General Requirements and Specifications set forth herein are intended to establish the type, function, appearance, and/or quality required by the City of Rio Rancho and shall be satisfied without exception. Any exceptions taken by Bidder(s) may, at the City's sole discretion, be accepted if they are minor, equal, or superior to that which is specified, or are otherwise acceptable to the City, and provided that they are listed and fully explained in the bid form section entitled, "Exceptions to Specifications". The exceptions taken by Bidder(s) shall refer to the specification name and/or number and shall detail in a clear and concise way, the nature and extent of the exception taken.

Unless otherwise approved by the City, the vendor shall perform each Protocol concurrently, (including all physical examinations, agility testing and specimen collection) on the same date and at same time and location. It is understood that an applicant or employee may have to return to the testing location to have a TB skin test read.

Unless otherwise approved by the City, results for all tests and exams specified hereunder shall be available to the City within one to two business days.

The City reserves the right to make such investigations it deems necessary to determine the ability of the bidder to perform the work. The bidder shall within seven (7) calendar days furnish to the City all such information and data for this purpose as the City may request. Upon receipt of bids but prior to award, the City reserves the right to inspect all facilities for which the bidder proposes to perform services. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated herein.

I. Statement of Scope of Work:

The City of Rio Rancho (herein, "City") seeks a Contractor to provide the following services:

1. Post-offer physical testing of candidates for employment, such as:
 - a. Determination of fitness for duty, including:
 - i. Post-offer physicals for various positions where it is critical to ascertain that a potential employee is physically fit to perform the essential functions of the position for which s/he has applied
 - ii. Post-offer physicals required by a Police or Fire Academy
 - iii. Physicals to obtain CDL licensure as required by the Federal Motor Carrier Safety Administration ("FMCSA") and Department of Transportation ("DOT") regulations
 - b. Ability to lift specified amounts of weight required by the position
 - c. Audiometric and visual acuity (including the ability to detect color)
 - d. Ability to wear a respirator, following OSHA standards

- e. Detection of the use of illegal or non-prescribed controlled substances (including illegal anabolic steroids) as specified by the FMCSA/DOT or the City's standard drug testing protocols
2. Physical examinations during the course of employment, such as:
 - a. Return-to-work fitness for duty following a medical-related absence
 - b. FMLA evaluation or return-to-duty fitness
 - c. Exposure to blood borne pathogens
 - d. Respirator fit and fitness per OSHA regulations
3. Random testing for breath alcohol, illegal and/or non-prescribed controlled substance testing (including illegal anabolic steroids), following FMCSA/DOT or City-standard testing protocols
4. Post accident, incident, reasonable/probable cause, suspicion, follow-up or return to duty drug/alcohol testing following FMCSA/DOT or City-standard testing protocols
5. Injury Care of employees for work-related post-accident or incidents, including follow-up examinations, physical therapy, and return-to-work fitness evaluations. Payment for injury care will be issued via the City's Worker's Compensation Insurance provider. Contractor shall adhere to the schedule of fees related to injury care set by the New Mexico Worker's Compensation Administration.

The following elements must be incorporated into the contractor's services:

1. Contractor shall provide all services hereunder within twenty-five (25) miles of Rio Rancho City Hall, located at 3200 Civic Center Circle NE, Rio Rancho, NM 87144. Contractor shall provide services, if needed, in each of the fifty states throughout the United States or Contractor must assist the City in finding affiliated facilities capable of providing required testing. Contractor shall provide on-site pre-scheduled random testing services for fire and police personnel at City facilities as directed by the City.
2. Specimen collection, analysis and Medical Review must be bundled and included for all alcohol and drug screen/steroid results following DOT standards for Medical review whether or not the test falls under a federally regulated test.
3. Reporting of all testing results via one real-time, web-based reporting system, including reporting of steroid results. Vendor must demonstrate the reporting system prior to award of contract if requested.
4. Hours of collection operation that mirror or exceed the City's standard operation hours (Monday thru Friday, 8:00 a.m. to 5:00 p.m., agreed upon/authorized holidays excepted)
5. After-hours, weekends and holidays post-accident or suspicion alcohol and drug testing performed at locations convenient to the employee being tested 24 hours a day. After-hours testing for police personnel shall take place at Rio Rancho Police Administration (500 Quantum Rd NE, Rio Rancho, 87124) and testing for fire personnel shall take place at Rio Rancho Fire Station 1 (2810 Southern Blvd SE, Rio Rancho, 87124), unless otherwise agreed upon by both parties. *Please identify any additional charges for testing performed outside of the Rio Rancho Metro Area or after-hours, weekends and holidays.*
6. Pre-employment or post-accident/suspicion testing availability throughout the United States using City-specified or DOT testing protocols. *Please identify any additional charges for testing performed outside of the Rio Rancho Metro Area.*

7. Consultation, expert advice and opinions regarding any issue or matter associated with physical examinations or drug testing, including recommendations for revising City protocols as new recreational or social drugs with the potential for abuse enter the community, or taking advantage of new technology or detection techniques.
8. If necessary, Provider must be willing to be an expert witness with respect to its role in the provision of any of its services.
9. Consolidated invoicing for all the above services, (except injury care) with the invoices specify name, protocol, reason, and detail of services provided. If additional services are requested, pricing must be identified and agreed-to in advance.

Drug/Alcohol tests to be performed:

For all the below tests, contractor must follow Federal Department of Transportation and/or Department of Health and Human Services regulations with respect to all facets of the process, including collection, testing, reading, reporting, and cut-off and confirmation levels, Medical Review, etc.

The tested substances may change as DOT or a Police/Fire Academy change their regulations, or as requested and required by the City in response to new substances of abuse being introduced into the community. It is understood that an addition to the tested substances may require a change in pricing.

- Test 1 – DOT Drug Test (5-panel illegal substances including Ecstasy, as specified by DOT regulations)
- Test 2 – Breath Alcohol Test as specified by DOT regulations.
- Test 3 – Drug Testing as required by *NM State Police Academy, Medical Examination* procedure, which is: the same as a DOT 5-panel, plus five additional controlled substances for which use is legal only when prescribed by an authorized health care provider, plus a Urine Alcohol Test. This test should include an expanded opiates panel intended to detect non-prescribed use of substances such as hydrocodone and oxycontin/oxycodone. Test 3 must be analyzed by a laboratory (“instant-read” tests are not permissible).
- Test 4 – This is the “City Standard Test”. It is the same as Test 3 but without the Urine Alcohol test, and can be performed by using “Instant” results technology
- Test 5 -- Test for illegal anabolic steroids.

All results must be reported via a web-based, secure database, as soon as results are confirmed by the MRO.

Contractor must provide all drug/alcohol tests and physical examinations indicated under each protocol included in the specifications listed hereunder. If the contractor is unable to offer any of the required protocols as prescribed, the contractor shall clearly identify such protocol when submitting a response to the bid.

Pricing must be provided for each individual drug/alcohol test and physical examination as well as the subtotal costs for all drug/alcohol tests required by each protocol and subtotal costs for all physical examinations required under each protocol. Contractors shall also provide total costs to the City for each protocol including all required drug/alcohol tests and physical examinations. The City

reserves the right to order total protocols including all required drug/alcohol tests and physical examinations or only the drug/alcohol tests or only the physical examinations required by the respective protocol. The City also reserves the right to request individual drug/alcohol tests or physical examinations on an a la carte basis as deemed appropriate by the City. The City may wish to create additional protocols combining various physical exams and test utilizing the existing cost structure for the individual tests provided in the bid.

Should the case arise that a test or exam related to, but not explicitly included in, this scope of work is deemed by the examining Physician to be reasonable and necessary to complete a current assessment, the following steps shall apply:

- Contractor shall contact the City's Human Resources Administrator or Director for approval to compete the out of scope test or exam.
- The City's Human Resources Administrator or Director shall approve pricing for the subject test or exam prior to assessment of the test or exam.
- The City and Contractor shall execute an amendment to this agreement including the pricing for future procurement of the new test or exam.

II. Specifications:

a. Tests and Exams to be conducted:

A. Physical Exams

1. Audio
2. B-Reader
3. Blood Borne Pathogen Test
4. DIP UA
5. DOT Physical - Eye Chart, DIP UA, Titmus
6. EKG
7. Eye Chart/Vision
8. HPE - Human Performance Evaluation
9. Ishihara
10. LIPID Profile
11. OCC MED PANEL W/CBC & Micro UA
12. OSHA Questionnaire
13. Physical Post Offer Exam
14. PPD/TB
15. Respirator fit Test
16. RPR (Syphillus)
17. Spirometry (Pulmonary Function)
18. Titmus / Titmus Peripheral
19. X-RAY, CHEST, SINGLE FRONTAL 1 V

B. Drug/Alcohol Screenings

1. Test 1 -- DOT 5 panel drug screen per DOT regulations, as amended.
2. Test 2 -- Breath Alcohol Test per DOT regulations, as amended.

3. Test 3 - NM State Police Academy Test (10 panel w/ Urine Alcohol)
4. Test 4 - City Standard Test (Definition N)
5. Test 5 – Illegal Anabolic Steroids (Definition O)

b. Important Definitions:

- A. DIP UA: A urine test strip is a basic diagnostic instrument used to determine pathological changes in the urine in standard urinalysis (urine analysis). A standard urine test strip may comprise of up to 12 different chemical pads or reagents which react (change color) when immersed in, and then removed from, a urine sample. The test can be read between 60 and 120 seconds after dipping. Routine testing of the urine with multi-parameter strips is the first step in the diagnosis of a wide range of diseases. Diseases Identified with a Urine Test Strip: With the aid of routine examinations early symptoms of the following three groups are identified:
- a. Diseases of the kidneys and the urinary tract
 - b. Carbohydrate metabolism disorders (diabetes mellitus)
 - c. Liver diseases and haemolytic disorders
- B. B-Reader: Diagnoses asbestosis, silicosis, coal worker's black lung, or other occupational dust disease
- C. CXR B-Read only: chest x-ray
- D. EKG: An electrocardiogram is a painless, noninvasive way to diagnose many common types of heart problems. An electrocardiogram is used to detect:
- a. Irregularities in heart rhythm (arrhythmias)
 - b. Heart defects
 - c. Problems with heart's valves
 - d. Blocked or narrowed arteries (coronary artery disease)
 - e. A heart attack, in emergency situations
 - f. A previous heart attack
- E. Ishihara: test for color blindness
- F. LIPID Profile: The lipid profile is a group of tests that are often ordered together to determine risk of coronary heart disease. They are tests that have been shown to be good indicators of whether someone is likely to have a heart attack or stroke caused by blockage of blood vessels or hardening of the arteries (atherosclerosis).
- G. Micro UA: A micro urinalysis is a medical diagnostic test that examines urine under a microscope. This test is used to assess the condition of the kidney and urinary tests. Some kidney diseases and urinary tract infections can be detected with a micro urinalysis. This test is not used for drug screening purposes.

- H. CBC: CBC is a Complete Blood Count. It is a blood test that checks hemoglobin, hematocrit, red blood cells (RBC), white blood cells (WBC), and platelets. This blood test is used to determine general health status and to screen for and monitor a variety of disorders such as anemia. Changing levels of red or white blood cells can indicate disease or infection and are very helpful in a health screening. This will allow an individual to seek medical advice from a physician once levels have been established. In this case, baseline levels are also important for future comparison in a diagnosis by a physician.
- I. PPD/TB: The tuberculosis skin test is a test used to determine if someone has developed an immune response to the bacterium that causes tuberculosis (TB). This response can occur if someone currently has TB, if they were exposed to it in the past. The tuberculosis skin test is also known as the tuberculin test or PPD test.
- J. RPR: The RPR (Rapid Plasma Reagin) screening test measures antibodies called reagins that can be produced by *Treponema pallidum*, the bacteria which causes syphilis. However, the body does not always produce reagin specifically in response to the syphilis bacteria, so the test is not always accurate. The test is similar to the venereal disease research laboratory (VDRL) test.
- K. Spirometry: Spirometry (meaning the measuring of breath) is the most common of the Pulmonary Function Tests (PFTs), measuring lung function, specifically the measurement of the amount (volume) and/or speed (flow) of air that can be inhaled and exhaled. Spirometry is an important tool used for generating pneumotachographs which are helpful in assessing conditions such as asthma, pulmonary fibrosis, cystic fibrosis, and COPD.
- L. Tetanus: There are currently no blood tests that can be used to diagnose tetanus. The diagnosis is based on the presentation of tetanus symptoms and does not depend upon isolation of the bacteria, which is recovered from the wound in only 30% of cases and can be isolated from patients without tetanus. Laboratory identification of *C. tetani* can be demonstrated only by production of tetanospasmin in mice.[3] The "spatula test" is a clinical test for tetanus that involves touching the posterior pharyngeal wall with a sterile, soft-tipped instrument, and observing the effect. A positive test result is the involuntary contraction of the jaw (biting down on the "spatula"), and a negative test result would normally be a gag reflex attempting to expel the foreign object.
- M. Titmus: The Titmus Vision Screener measures acuity (both far and near), Hyperopia, Binocularity, Muscle Balance, Colour Perception, Depth Perception and, intermediate and Peripheral Vision.

N. City Standard Test:

10 Panel Drug Screen			
Test	Cut Off	Confirmation	
Amphetamines	1000	1000ng/mL	500 ng/mL
Cocaine	300	300 ng/mL	150 ng/mL
Tetracycladine, (Marijuana) 50	50 ng/mL	15 ng/mL	
Methamphetamines	1000	1000 ng/mL	500 ng/mL
Opiates	2000	2000 ng/mL	2000 ng/mL
Phenacycladines PCP	25 ng/mL	25 ng/mL	
Benzodiazapines 300	300 ng/mL	300 ng/mL	
Barbituates 300	300 ng/mL	300 ng/mL	
Methadone 300		300 ng/mL	300 ng/mL
MDMA (Ecstasy) 500		500 ng/mL	300 ng/mL

O. Illegal Anabolic Steroids: The vendor may use its standard test to detect illegal use of anabolic steroids. The City understands testing for illegal anabolic steroids may evolve as illegal substances are introduced into the community.

c. Protocols:

Protocol Code	Protocol Name	Protocol Description
A	Police Academy (including drug screen)	Physical Examination given to a candidate who will be going to the Police Academy (as is required by the Academy) (Note ii).
B	ASBSUR	Given to an employee with suspicion of asbestos exposure.
C	DOT--pre-employment	Dept of Transportation required physical examination for holders of Commercial Drivers Licenses.
D	Hazmat	Given to an employee exposed to hazardous materials, such as someone on a Bomb Squad (Note i)
E	MEDSUR	Given to an employee who requires medical surveillance, i.e., someone who worth with toxic drugs and chemicals, such as Police who bust & dispose of a crack house or meth lab (Note i).

F	Police Lateral Hire (includes drug screen)	Post-offer examination given to a Police lateral hire (not for someone who goes to the Academy).
G	Post Offer HPE-50 (includes drug screen)	Post Offer Physical for General Employees) with Human Performance Evaluation lifting 50 lbs (Note i).
H	Post Offer HPE-70 (includes drug screen)	Post Offer Physical for General Employees with Human Performance Evaluation lifting 70 lbs (Note i).
I	Post Offer-Crossing Guard (includes drug screen)	Post offer for Crossing Guards, including required pre-employment drug screen.
J	Post Offer-Dispatcher (includes drug screen)	Post Offer for Dispatcher--Audio Test & pre-employment drug screen.
K	Blood-Borne Pathogen Testing	Testing for anyone suspected to have been exposed to a Blood Borne Pathogen.
L	DOT--Post Accident, Public Roadway, with citation	For DOT Employees only, when the accident or incident occurred on a Public roadway and employee-driver received a citation.
M	DOT--Post Accident on a public Road, NO citation, - or- post accident NOT on a Public Roadway	DOT Employee--Post Accident on a public roadway but NO citation given-or-Post Accident NOT on a Public roadway.
N	DOT--Random Drug Only	For DOT Employees only, for random testing of Drugs only.
O	DOT--Other Drug Screen	For DOT Employees only, for suspicion, return-to-duty & follow-up testing.
P	Police Officer--Random/Mass	Random or Mass testing for Commissioned Police Officers only.
Q	Police Officer--Crash/Injury/Other Drug Screen	Crash/Accident/ Incident/ Suspicion/ Return-to-Duty/ Follow-up--Commissioned Police Officers only.
R	General EEs (including Temp and Seasonal)--Pre-Emp Drug Only	Pre-employment drug screening for all employees EXCEPT DOT, Fire Cadets and Police Officers & Cadets.

S	General EEs--Random	Random testing for non-DOT Safety Sensitive positions--all employees except DOT and Commissioned Police Officers.
T	General EEs-- Accident/Injury/Other Drug Screen	Post Accident/ Incident/ Suspicion/ Return-to-Duty/ Follow-up--all employees except DOT on a Public Roadway and Commissioned Police Officers.
U	Breath Alcohol Test only	BAT only, perhaps when done in conjunction with a DOT Drug Screen.
V	Other	As defined by the City upon screening request
W	Post Offer HPE-80 (includes drug screen)	Post Offer Physical for Traffic Electricians with Human Performance Evaluation lifting 80 lbs and push/pull 100 lbs.
X	Respirator Medical Exam & Fit Test	For any employee who is required to use a Respirator.
Y	Post Offer HPE-40 (includes drug screen)	Post Offer Physical for Office Assistants with Human Performance Evaluation lifting 40 lbs.
Z	DOT Post Offer HPE-50	Same as protocol C except includes the full physical associated with lifting 50 lbs
AA	General EEs- Suspicion/Other	For any employee (except DOT or Public Safety) who is suspected to be under the influence of an intoxicating substance. Also used for follow-up/return-to-duty-testing
FA	Firefighter—Pre-employment drug screen	Post Offer drug screen only (no physical testing)
FB	Firefighter—Random	Drug and alcohol tests
FC	Firefighter—Post-Accident/Other	Following Crash/Accident/Incident /Suspicion/Return-to-Duty/Follow-up

d. Required Exams and Tests for Each Protocol:

- A. Police Academy (including drug screen)
 - a. Audio
 - b. EKG
 - c. Ishihara

- d. OCC MED PANEL W/CBC & Micro UA
 - e. Physical Post Offer Exam
 - f. PD/TB
 - g. RPR (Syphilis)
 - h. Titmus / Titmus Peripheral
 - i. **Test 3** - NM State Police Academy Test (10 panel w/ Urine Alcohol)
 - j. **Test 5** - Anabolic Steroids See Note ii.
- B. ASBSUR
- a. B-READER
 - b. X-RAY, CHEST, SINGLE FRONTAL 1 V
- C. DOT--pre-employment
- a. DIP UA
 - b. DOT Physical - Eye Chart, DIP UA, Titmus
 - c. Titmus / Titmus Peripheral
 - d. **Test 1** -- DOT 5 panel drug screen
- D. Hazmat
- a. Audio
 - b. EKG
 - c. Eye Chart/Vision
 - d. OCC MED PANEL W/CBC & Micro UA
 - e. OSHA Questionnaire (Note i)
 - f. Titmus / Titmus Peripheral
- E. MEDSUR
- a. DIP UA
 - b. EKG
 - c. LIPID Profile
 - d. OCC MED PANEL W/CBC & Micro UA
 - e. OSHA Questionnaire (See Note i)
 - f. Titmus / Titmus Peripheral
- F. Police Lateral Hire (includes drug screen)
- a. Audio
 - b. EKG
 - c. Shihara
 - d. OCC MED PANEL W/CBC & Micro UA
Physical Post Offer Exam
 - e. Titmus / Titmus Peripheral
 - f. **Test 3** - NM State Police Academy Test (10 panel w/ Urine Alcohol)
 - g. **Test 5** - Anabolic Steroids

- G. Post Offer HPE-50 (includes drug screen)
 - a. Audio
 - b. HPE - Human Performance Evaluation – 50 lbs lifting
 - c. OSHA Questionnaire (Note i)
 - d. Physical Post Offer Exam
 - e. Titmus / Titmus Peripheral
 - f. **Test 4** - City Standard Test

- H. Post Offer HPE-70 (includes drug screen)
 - a. Audio
 - b. HPE - Human Performance Evaluation – 70 lbs lifting
 - c. OSHA Questionnaire (Note i)
 - d. Physical Post Offer Exam
 - e. Titmus / Titmus Peripheral
 - f. **Test 4** - City Standard Test

- I. Post Offer-Crossing Guard (includes drug screen)
 - a. Audio
 - b. Eye Chart/Vision
 - c. Physical Post Offer Exam
 - d. Titmus / Titmus Peripheral
 - e. **Test 4** - City Standard Test

- J. Post Offer-Dispatcher (includes drug screen)
 - a. Audio
 - b. **Test 4** - City Standard Test

- K. Blood-Borne Pathogen Testing
 - a. Blood Borne Pathogen Test

- L. DOT--Post Accident, Public Roadway, with citation
 - a. **Test 1** -- DOT 5 panel drug screen
 - b. **Test 2** -- Breath Alcohol Test

- M. DOT--Post Accident on a public Road, NO citation, -or- post accident NOT on a Public Roadway
 - a. **Test 2** -- Breath Alcohol Test
 - b. **Test 4** - City Standard Test

- N. DOT--Random Drug Only
 - a. **Test 1** -- DOT 5 panel drug screen

- O. DOT--Other Drug Screen
 - a. **Test 1** -- DOT 5 panel drug screen
 - b. **Test 2** -- Breath Alcohol Test

- P. Police Officer--Random/Mass
- a. **Test 2** -- Breath Alcohol Test
 - b. **Test 4** - City Standard Test
 - c. **Test 5** - Anabolic Steroids
- Q. Police Officer--Crash/Injury/Other Drug Screen
- a. **Test 2** -- Breath Alcohol Test
 - b. **Test 4** - City Standard Test
- R. General EEs (including Temp and Seasonal)--Pre-Emp Drug Only
- a. **Test 4** - City Standard Test
- S. General EEs—Random
- a. **Test 2** -- Breath Alcohol Test
 - b. **Test 4** - City Standard Test
- T. General EEs--Accident/Injury/Other Drug Screen
- a. **Test 2** -- Breath Alcohol Test
 - b. **Test 4** - City Standard Test
- U. Breath Alcohol Test only
- a. **Test 2** -- Breath Alcohol Test
- V. Other
- a. **TBD** upon request by the City
- W. Post Offer HPE-80 (includes drug screen)
- a. Audio
 - b. HPE - Human Performance Evaluation – 80 lbs lifting and 100 lbs push pull.
 - c. Ishihara
 - d. OSHA Questionnaire (Note i)
 - e. Physical Post Offer Exam
 - f. Titmus / Titmus Peripheral
 - g. **Test 4** - City Standard Test
- X. Respirator Medical Exam & Fit Test
- a. OSHA Questionnaire (Note i)
 - b. Physical Post Offer Exam
 - c. Respirator fit Test
- Y. Post Offer HPE-40 (includes drug screen)
- a. Audio
 - b. HPE - Human Performance Evaluation – 40 lbs lifting.
 - c. Ishihara
 - d. OSHA Questionnaire (Note i)

- e. Physical Post Offer Exam
 - f. Titmus / Titmus Peripheral
 - g. **Test 4** - City Standard Test
- Z. DOT Post Offer HPE-50
- a. DIP UA
 - b. DOT Physical - Eye Chart, DIP UA, Titmus
 - c. Titmus / Titmus Peripheral
 - d. **Test 1** -- DOT 5 panel drug screen
 - e. HPE - Human Performance Evaluation – 50 lbs lifting
- AA. General EE's—Suspicion/Other
- a. **Test 2** -- Breath Alcohol Test
 - b. **Test 4** - City Standard Test
- FA Firefighter--Pre-Emp Drug Only
- a. **Test 4 - City Standard Test**
- FB. Firefighter--Random
- a. **Test 2 -- Breath Alcohol Test**
 - b. **Test 4** - City Standard Test
- FC. Firefighter—Post Accident/Other
- c. **Test 2 -- Breath Alcohol Test**
 - d. **Test 4** - City Standard Test
- e. Notes
- i. Employee will first be asked to complete the OSHA questionnaire. After the doc reviews the answers, if the doc decides to do a pulmonary test, the cost will increase by the amount of the specified test.
 - ii. Protocol does not include a chest x-ray. However, if after examination, the Doctor believes a chest x-ray is needed, the cost will increase for a chest x-ray as specified in Physical Exam XV. Add cost of chest x-ray if needed.

Protocol is a place-holder for any a la carte testing needs requested by the City. It is understood that total pricing will vary and remain unknown until the request is submitted.

TERMS AND CONDITIONS

Agency: In the event that a bid or contract is signed by an agent, the City reserves the right to require evidence of the agent's authority.

Cited Model: Any model(s) cited herein is (are) intended only as a reference; any model offered must meet all of the technical specifications accompanying this IFB.

City Business Registration Requirement: The successful bidder, if not already registered to engage in business in the City of Rio Rancho, shall be required to apply to the City and pay the business registration fee, as stipulated in City Code §§ 14-2-1 through 14-2-9, prior to receiving a contract under this Bid.

Compensation: The Bidder *will not* receive any compensation until goods have been delivered or services have been completed, final inspection has been made, the work has been accepted by an authorized representative of the City and complete and correct invoices have been received by the City following the invoicing process detailed on the issued purchase order. Progress payments *will not* be made to any contractor unless otherwise specified in this IFB.

Contract Period: Unless sooner terminated a contract resulting from this IFB shall be for a term of one (1) year from the date of issue of the City's award letter with option to renew for three (3) additional one (1) year terms. In no case shall the term of this agreement exceed a term of four (4) years from the date of issue of the award letter.

Responsibility For Damage: The successful Bidder shall be responsible for any damage caused by its delivery, removal or installation. Damage shall be reported immediately to the designated City representative.

Delivery, Unpacking, Assembly and Placement: Any offer in response to this IFB must include delivery, unpacking, assembly and placement of items as specified in this IFB. All costs associated with Delivery, Unpacking, Assembly and Placement must be included as a part of the unit price bid for each item.

Design Conformance - OSHA: The design of all equipment purchased as a result of a bid made in response to this IFB shall be in conformance with all applicable regulations of the federal Occupational Safety and Health Act in effect at the time of delivery.

Estimated Quantities; Not an Order: The estimated quantities listed do not constitute an order and are not necessarily comprehensive; they are a representative sample of what is likely to be purchased during the course of a contract resulting from this IFB and will be used only to evaluate offers and award such a contract. These quantities as stated may increase or decrease depending on the actual needs of the City. The user will place actual orders. The terms of this Agreement and all amounts payable hereunder are contingent upon sufficient appropriations therefor by the City's Governing Body. If sufficient appropriations are not made, the City shall notify the Contractor of the same, and this Agreement shall terminate forthwith.

Freight and Shipping: Freight will be F.O.B. Destination. F.O.B. point other than indicated by the City will not be acceptable.

Guaranteed Performance: The successful bidder guarantees that the materials and/or items supplied are capable of the performance required in the specifications accompanying this IFB, and agrees to make such changes, adjustments or replacements as may be necessary in order for the materials to meet the specification requirements at no cost to the City. If defects or specification failures are discovered, the Procurement Officer may, notwithstanding acceptance and payment, require the unit(s) or item(s) to be properly furnished in accordance with the specifications and drawings at the sole cost and expense of the bidder or the bidder's surety.

Independent Contractor: The Contractor (and each agent, employee and contractor employed or engaged by the Contractor to fulfill the Contractor's obligations hereunder) shall be an independent contractor performing services for the City and not an employee of the City or an agent of the City for any purpose beyond the specific engagement for services set forth herein. As independent contractors, the Contractor and its agents and employees shall not qualify for or receive any employee benefits from the City, including but not limited to leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

Inspection of Materials: The City reserves the right to inspect materials and/or items provided by the Bidder through a contract resulting from this IFB to determine their quality, fitness and suitability. Inspection of these materials may be conducted whenever the City considers necessary.

Liability Insurance: The successful bidder shall obtain and maintain during the life of any contract resulting from this IFB a comprehensive general liability insurance policy and automobile liability coverage with liability limits in amounts not less than Five Hundred Thousand Dollars (\$500,000) combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. If required coverages are provided by separate policies, each policy shall have the liability limits required above. Such policy(ies) shall include coverage for all of contractor's operations performed for the City, coverage for the use of all owned, non-owned and hired automobiles, vehicles and other equipment, both on- and off-site, and contractual liability coverage that specifically insures the contractor for any liability arising from its indemnification obligations under the contract resulting from this IFB. Prior to commencing any work under the contract, the contractor shall provide the City's purchasing office one or more certificates of insurance demonstrating the contractor's fulfillment of the foregoing insurance requirements. The contractor shall require the same insurance coverages and endorsements from each subcontractor engaged by the contractor to fulfill any of its obligations under the contract resulting from this IFB. The City shall be named an additional insured in each such policy maintained in satisfaction of the foregoing requirements.

All insurance policies maintained in satisfaction of the foregoing requirements shall provide that the City's purchasing office be given thirty (30) calendar days prior written notice before the policy is canceled, materially changed, or not renewed. Neither the City's approval, nor failure to disapprove, any policies or evidence of insurance shall relieve the Contractor or any subcontractor(s) of full responsibility for maintaining the required insurance in full force and effect for as long as required by the contract.

Worker's Compensation Insurance: The Bidder, if awarded a contract as a result of this IFB, shall comply with the provisions of the Worker's Compensation Act, Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. The Bidder shall obtain and maintain complete Workers and Employee's Liability Insurance in accordance with New Mexico law and regulations during the life of any contract resulting from this IFB. In the event that the Bidder is not required by law to obtain Worker's Compensation Insurance, the bidder shall provide a certified statement attesting that the Bidder will obtain such coverage should the Bidder, in the course of any contract resulting from this IFB, be required by law to do so. If any portion of the work is to be sublet, the Bidder as primary contractor, shall require the subcontractor(s) to provide the same coverage for all employees working under this contract. The City, its officers or employees, will not be responsible for any claims or actions resulting from the failure of the Bidder or any subcontractor to comply with the provisions of this paragraph.

Laws and Regulations: The Bidder shall give all notices and comply with all laws, ordinances, rules and regulations that apply to this work. The Bidder shall obtain and pay for all permits and licenses necessary to execute and complete the work. All required licenses must be in force at the time of submission of a bid and remain in force during the entire period of any contract resulting from this IFB. Failure to provide proof of required licenses in force will result in the offer being judged non-responsive.

Non-exclusivity: The City reserves the right to engage other contractors to perform services described herein, and the Contractor likewise may provide the same services to other clients; provided, however, the Contractor shall devote reasonable time and effort to any task undertaken hereunder.

Materials and Workmanship: All materials and/or workmanship furnished by the Bidder shall be free from defects and imperfections. Workmanship shall be in accord with the best industry standards and practices. Both materials and workmanship shall be subject to the approval of the City.

Price Escalation: If the Bidder does not offer a firm price, or if a bid contains an escalation clause, the offer may be considered only under the following conditions:

- a. Offered prices must be firm for at least one (1) year after written notification of award of a contract.
- b. All price increases shall be accompanied by a certified letter from the Bidder's supplier showing the price increase to the Bidder.
- c. All invoices of the offered items, from suppliers to the Bidder, shall be subject to auditing by the City and furnished without delay upon request.
- d. The City reserves the right to cancel a contract resulting from this IFB and solicit a new contract if the escalated price is above the current open market price for the same commodity. Cancellation of the contract shall not affect any outstanding orders.
- e. All revisions of the price list shall become effective when they are received, in writing, and accepted, by the Purchasing Office of the City, provided that they do not conflict with item (f.) of this paragraph.

- f. All approved price changes resulting from this escalation clause shall be firm for a period of one (1) year after acceptance in writing by the City.
- g. The Bidder shall be limited to a maximum of one (1) price escalations per contract period unless otherwise specified in this IFB.
- h. The Bidder shall provide to the City written notice of any requested price changes at least sixty (60) calendar days prior to those changes taking effect.
- i. If the Bidder receives any price de-escalations from the supplier of goods sold to the City through a contract resulting from this IFB, the Bidder is responsible for notifying the City within twenty-four (24) hours of such de-escalations, and passing those price changes on to the City immediately.
- j. No price increases shall exceed 10% of the existing contract price.

Release/Indemnity: By its receipt of final payment of all amounts due under this Agreement, the Contractor shall release the City, and its officers and employees, from all liabilities, claims, and obligations whatsoever, arising from or under this Agreement. The Contractor shall indemnify and defend the City and hold the City harmless for and from any and every claim, action, liability, loss, damage or suit, arising from the fault of the Contractor in performing (or omitting to perform) services hereunder.

Removing Debris and Cleaning the Area: The Bidder shall, during the progress of the work, remove and dispose of all debris and keep the premises clean and safe. When the work is complete, the Bidder shall remove all construction equipment and surplus material (except materials that are to remain the property of the City as provided in the specifications) and leave the premises in a clean condition satisfactory to the City.

Risks: All risk of deterioration, destruction, and loss of materials and equipment stored at the site of the work shall be borne by the Bidder.

Service Facilities: The Bidder, upon submitting a bid in response to this IFB, must have service facilities, which are, in the opinion of the City, adequate to perform the services specified in this IFB. The City reserves the right to inspect and determine if the facilities meet this requirement. The final determination of satisfaction of this requirement rests with the City.

Shelf Life of Merchandise: the City shall compute Shelf life from the time of delivery to and acceptance.

Site Inspection: all Bidders are required to conduct an on-site inspection. Failure by the Bidder to become acquainted with the conditions affecting the work specified in this IFB shall not constitute relief from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Bidder shall be responsible for any excess costs resulting from failure to estimate accurately. Failure to conduct an on-site inspection may result in the rejection of a bid.

Sub-Contracting Services, Disallowed and Approval: All services provided as a result of this IFB must be performed by the Bidder to whom the contract is awarded. No subcontracting shall be allowed unless approved in writing from the City.

Termination: Either party may terminate this contract upon written notice to the other at least thirty (30) calendar days in advance of the date of termination.

Title: Title to all items of tangible personal property, services and construction provided pursuant to a contract resulting from this IFB shall pass to the City at the time of payment free and clear of all liens, claims, security interests and encumbrances.

Use of Agreement: This Price Agreement may be utilized by any State of New Mexico Agencies, Commissions, Institutions, Political, Sub-divisions and Local Bodies allowed by law.

Working Conditions: The City is not responsible for obstacles, unfavorable conditions, or hazards, which may be encountered by the Bidder, either above or below ground. These conditions are part of the risk and responsibility of the Bidder.

Work Site Damages: Any damages to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

CITY OF RIO RANCHO
STATE OF NEW MEXICO



PURCHASING DIVISION
3200 Civic Center Circle NE - Suite 300
Rio Rancho, NM 87144

INVITES YOUR FIRM TO OFFER A BID ON:

IFB 21-HR-004
PHYSICAL EXAMS AND DRUG/ALCOHOL SCREENINGS

AS SPECIFIED IN THE ATTACHED BID DOCUMENTS.

Sealed bids will be received until 11:00 AM Local Mountain Time
on Tuesday, September 22, 2020

By the
Email: mschimmel@rrnm.gov
Mailed Originals: City of Rio Rancho
Office of the City Clerk
1st Floor, Room # 150
3200 Civic Center Circle NE
Rio Rancho, NM

NAME OF BIDDER/CONTRACTOR

ADDRESS

CITY, STATE ZIP CODE

PHONE

FAX

EMAIL

Complete this form as well as the following forms in their entirety as specified in the Instruction to Bidders to ensure that your bid submission is complete.

BID PROPOSAL

In compliance with all Specifications and Terms and Conditions, as stated and incorporated herein, the undersigned offers and agrees, if this bid is accepted by the City of Rio Rancho within ninety (90) calendar days or as otherwise provided for in this IFB, to furnish the following items of tangible personal property and/or perform the services specified for the stated unit prices, as determined below:

Provide pricing **excluding** applicable taxes.

Pricing for all Protocols **shall be based on the Unit Cost** pricing provided for each individual Test and/or Exam below:

PHYSICAL EXAMS

Exams and Tests	Unit Cost:
Audio	\$
B-READER	\$
Blood Borne Pathogen Test	\$
DIP UA	\$
DOT Physical - Eye Chart, DIP UA, Titmus	\$
EKG	\$
Eye Chart/Vision	\$
HPE - Human Performance Evaluation	\$
Ishihara	\$
LIPID Profile	\$
OCC MED PANEL W/CBC & Micro UA	\$
OSHA Questionnaire	\$
Physical Post Offer Exam	\$
PPD/TB	\$
Respirator fit Test	\$

Exams and Tests	Unit Cost:
RPR (Syphilis)	\$
Spirometry (Pulmonary Function)	\$
Titmus / Titmus Peripheral	\$
X-RAY, CHEST, SINGLE FRONTAL 1 V	\$

DRUG / ALCOHOL SCREENINGS

Exams and Tests	Unit Cost:
Test 1 - DOT 5 panel drug screen	\$
Test 2 - Breath Alcohol Test	\$
Test 3 - NM State Police Academy Test (10 panel w/ Urine Alcohol)	\$
Test 4 - City Standard Test	\$
Test 5 - Anabolic Steroids	\$

Protocol Code	Protocol Name	Unit Cost for Physical Exams Only for Specified Protocol	Unit Cost for Drug/Alcohol Screen Only for Specified Protocol	Unit Cost for Entire Protocol (Physical Exams and Drug/Alcohol Screen)	Estimated quantities for each Protocol per year	Extended Cost (Multiply Unit Cost for Entire Protocol X Estimated Quantities)
A	Police Academy (including drug screen)	\$	\$	\$	25	\$
B	ASBSUR	\$	\$	\$	2	\$
C	DOT--pre-employment	\$	\$	\$	5	\$
D	Hazmat	\$	\$	\$	2	\$
E	MEDSUR	\$	\$	\$	2	\$
F	Police Lateral Hire (includes drug screen)	\$	\$	\$	4	\$
G	Post Offer HPE-50 (includes drug screen)	\$	\$	\$	31	\$
H	Post Offer HPE-70 (includes drug screen)	\$	\$	\$	5	\$
I	Post Offer-Crossing Guard (includes drug screen)	\$	\$	\$	5	\$
J	Post Offer-Dispatcher (includes drug screen)	\$	\$	\$	27	\$
K	Blood-Borne Pathogen Testing	\$	\$	\$	2	\$
L	DOT--Post Accident, Public Roadway, with citation	\$	\$	\$	2	\$
M	DOT--Post Accident on a public Road, NO citation, -or- post accident NOT on a Public Roadway	\$	\$	\$	2	\$
N	DOT--Random Drug Only	\$	\$	\$	8	\$
O	DOT--Other Drug Screen	\$	\$	\$	2	\$
P	Police Officer--Random/Mass	\$	\$	\$	20	\$
Q	Police Officer--Crash/Injury/Other Drug Screen	\$	\$	\$	10	\$
R	General EEs (including Temp and Seasonal)--Pre-Emp Drug Only	\$	\$	\$	159	\$

Protocol Code	Protocol Name	Unit Cost for Physical Exams Only for Specified Protocol	Unit Cost for Drug/Alcohol Screen Only for Specified Protocol	Unit Cost for Entire Protocol (Physical Exams and Drug/Alcohol Screen)	Estimated quantities for each Protocol per year	Extended Cost (Multiply Unit Cost for Entire Protocol X Estimated Quantities)
S	General EEs--Random	\$	\$	\$	50	\$
T	General EEs-- Accident/Injury/Other Drug Screen	\$	\$	\$	4	\$
U	Breath Alcohol Test only	\$	\$	\$	8	\$
V	Other	\$	\$	\$	TBD	\$
W	Post Offer HPE-80 (includes drug screen)	\$	\$	\$	8	\$
X	Respirator Medical Exam & Fit Test	\$	\$	\$	2	\$
Y	Post Offer HPE-40 (includes drug screen)	\$	\$	\$	28	\$
Z	DOT Post Offer HPE-50	\$	\$	\$	2	\$
AA	General EEs- Suspicion/Other	\$	\$	\$	2	\$
FA	Firefighter—Pre-employment drug screen	\$	\$	\$	10	\$
FB	Firefighter—Random	\$	\$	\$	15	\$
FC	Firefighter—Post- Accident/Other	\$	\$	\$	10	\$
Total Estimated Yearly Cost (Add all Extended Costs:						\$

Bidder shall also provide pricing for the following items if applicable:

Additional charge per employee tested for after-hours alcohol and drug screening performed between the hours of 5:00 pm and 8:00 am, and any time on a Saturday, Sunday or the vendors medical facility observed Holiday:	\$
Additional per technician hourly rate for on-site drug/alcohol screen services at Rio Rancho Facilities:	\$
Additional flat fee charge for services (excluding injury care) conducted outside the Albuquerque Metro area:	\$
FMLA Evaluation:	\$
Return to work/fitness for duty:	\$

Bidder shall acknowledge receipt of Addenda (if any) by initialing next to the number of each Addendum received.

Addendum No. _____ Date _____ Addendum No. _____ Date _____
 Addendum No. _____ Date _____ Addendum No. _____ Date _____
 Addendum No. _____ Date _____ Addendum No. _____ Date _____

Exceptions to the Specifications:

Bidder/Company Name

Authorized Signature

Mailing Address

Printed Name

City, State, Zip

Phone Number

Email Address

Fax Number

Date

**LOCAL/AREA/RESIDENT/RESIDENT VETERAN/RECYCLED CONTENT GOODS PREFERENCE
CERTIFICATION FORM**

Business Name: _____

Principle Place of Business: _____

Address: _____

State: _____

Zip Code: _____

DEFINITIONS:

Recycled content goods has the meaning set forth in NMSA 1978 § 13-1-21(A)(6) , as amended from time to time.

RESIDENT BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(5) , as amended from time to time.

RESIDENT CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(5) , as amended from time to time.

RESIDENT VETERAN BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(7), as amended from time to time.

RESIDENT VETERAN CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.

STATUTORY PREFERENCE means the preference for Resident Businesses, Resident Contractors, Resident Veteran Businesses, Resident Veteran Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

Qualifying company means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

LOCAL BUSINESS means a Resident Business or Resident Contractor which:

- (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
- (b) Possesses a current city business registration;
- (c) Maintains its principal place of business within the corporate limits of the city; and
- (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

AREA BUSINESS means a Resident Business or Resident Contractor which:

- (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
- (b) Possesses a current city business registration;
- (c) Maintains a bona fide place of business within the corporate limits of the city, and agrees to conduct its activities pursuant to the contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
- (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

No bid or proposal shall receive both the Local Business and Area Business preferences.

INSTRUCTIONS:

In all invitations for bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:

- (1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and
- (2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.

No bid or proposal shall receive both the Local Business and Area Business preferences.

In addition to the definitions and criteria set forth in this section, the central purchasing office may impose additional requirements regarding the nature, size and/or location of offerors or bidders in any request for proposals or invitation for bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.

A COPY OF A RESIDENT BUSINESS OR CONTRACTOR / VETERAN BUSINESS OR CONTRACTOR CERTIFICATE ISSUED BY THE NEW MEXICO TAXATION AND REVENUE DEPARTMENT IS REQUIRED TO BE SUBMITTED ALONG WITH YOUR BID / OFFER IN ORDER TO QUALIFY FOR THE STATUTORY RESIDENT / VETERAN PREFERENCE. In addition, the attached Resident Veterans Preference Certification form must accompany any bid/offer and any business wishing to receive a resident veteran's preference must complete and sign the form.

REQUESTS FOR RECYCLED CONTENT GOODS PREFERENCE MUST BE ACCOMPANIED BY OFFICIAL / VERIFIABLE EVIDENCE THAT THE MATERIAL BEING BID / OFFERED CONTAINS THE MINIMUM RECYCLED CONTENT REQUIRED BY STATE STATUE.

THIS FORM MUST BE SUBMITTED AT THE TIME BIDS / OFFERS IN ORDER TO CLAIM LOCAL, AREA, RESIDENT, VETERAN OR RECYCLED CONTENT GOODS PREFERENCE.

<p><u>PLEASE INDICATE THE TYPE OF PREFERENCE CLAIMED:</u></p> <p>If your firm is a Qualifying Company please circle the type of preference for which your firm qualifies and indicate your appropriate annual revenue threshold:</p> <p>RECYCLED CONTENT GOODS</p> <p>RESIDENT BUSINESS</p> <p>RESIDENT CONTRACTOR</p> <p>RECYCLED CONTENT GOODS RESIDENT VETERAN BUSINESS</p> <p><input type="checkbox"/> Annual revenue up to \$3,000,000.00</p> <p><input type="checkbox"/> Annual revenue more than \$3,000,000.00 or more</p> <p>RESIDENT VETERAN BUSINESS</p> <p><input type="checkbox"/> Annual revenue up to \$3,000,000.00</p> <p><input type="checkbox"/> Annual revenue more than \$3,000,000.00 or more</p>

RESIDENT VETERAN CONTRACTOR

- Annual revenue up to \$3,000,000.00
- Annual revenue more than \$3,000,000.00 or more

If your firm is applying for either a Local or Area Preference, please circle the type of preference for which your firm qualifies. (Select only one):

LOCAL BUSINESS

AREA BUSINESS

CITY OF RIO RANCHO BUSINESS LICENSE REGISTRATION NUMBER: _____
(Must be provided if claiming Local Business or Area Business Preference)

If submitting a joint bid/proposal please indicated proportion of work to be completed by qualifying company:
_____ %

CERTIFICATION: I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the City will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

By: _____ Title: _____ Date: _____

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 \$3M 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 \$3M.

"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
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*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 unaward of the procurement involved if the statements are proven to be incorrect.