

CITY OF GALLUP
Purchasing Division
P.O. Box 1270
Gallup, NM 87305-1270
Office: (505) 863-1232; Fax (505) 722-5133
gallupnm.gov/purchasing

REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR:

VECTOR AND WEED CONTROL SERVICES

RFP NO. 2015/2016/09/P



**CITY OF
GALLUP**

RFP DEADLINE ACCEPTANCE:

DATE: Thursday, March 31, 2016

TIME: 2:00 PM (LOCAL)

PREPARED BY: FRANCES RODRIGUEZ
PURCHASING DIRECTOR

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ADVERTISEMENT FOR PROPOSALS

CITY OF GALLUP, NEW MEXICO

Request for Proposals (RFP) NO. 2015/2016/09/P

Public notice is hereby given that the City of Gallup, New Mexico, is accepting proposals for:

VECTOR AND WEED CONTROL SERVICES

As more particularly set out in the RFP documents , copies of which may be obtained from the City of Gallup Purchasing Division, 110 W. Aztec Ave., Gallup, New Mexico 87301; or contact Frances Rodriguez, Purchasing Director at (505) 863-1334. Copies are available for viewing or can be downloaded from: www.gallupnm.gov/bids

Sealed proposals for such will be received at the Office of the Purchasing Department until **2:00 P.M. (LOCAL TIME)** on **Thursday, March 31, 2016** when proposals will be received in the City Hall Purchasing Conference Room. Envelopes are to be sealed and plainly marked with the RFP Number. **NO FAXED OR ELECTRONICALLY TRANSMITTED PROPOSALS** will be accepted, and proposals submitted after the specified date and time will not be considered and will be returned unopened.

Dated this 29th day of February 2016

By: /S/ Jackie McKinney, Mayor

Classified Legal Column:

Gallup Independent Publishing Date: Saturday, March 5, 2016

Albuquerque Journal Publishing Date: Saturday, March 5, 2016

ACKNOWLEDGMENT OF RECEIPT OF PROPOSAL

RFP No. 2015/2016/09/P

In acknowledgment of receipt of this request for Proposal the undersigned agrees that they have received a complete copy of this proposal consisting of Twenty-nine (29) pages.

The acknowledgment of receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on March 18, 2016. **Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the City's written responses to those questions as well as RFP amendments, if any are issued.**

FIRM **DOES** **DOES NOT** (Circle one) intend to respond to this Request for Proposal.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE : _____

SIGNATURE: _____

DATE: _____

EMAIL: _____

The above name and address will be used for all correspondence related to the Request for Proposal.

Return this form by fax or email to: City of Gallup Purchasing Department

Frances Rodriguez
P.O. Box 1270
Gallup, New Mexico 87305
(505) 722-5133 Fax
fr Rodriguez@gallupnm.gov

Please return this form by March 18, 2016

I. GENERAL CONDITIONS

The City of Gallup is inviting proposals for:

VECTOR AND WEED CONTROL SERVICES

Proposals will be received by the City of Gallup at the Municipal Building, Purchasing Department, 110 West Aztec ; Gallup, New Mexico 87301 (mailing address: City of Gallup Municipal Building; Purchasing Department; P.O. Box 1270; Gallup, NM 87305), until **Thursday, March 31, 2016** at 2:00 p.m. local time. Proposals submitted after the above date and time will not be considered and will be returned unopened. Offerors are advised that faxed or electronically transmitted responses (fax or email) to City of Gallup proposals are **not** accepted. Proposals must be submitted in a sealed envelope.

Physical Address

City of Gallup Municipal Building
Purchasing Department
110 West Aztec
Gallup, NM 87301

Mailing Address

City of Gallup Municipal Building
Purchasing Department
P.O. Box 1270
Gallup, NM 87305

MAILING: Offerors to utilize the City's self-addressed label on their return mailing envelope or package or note proposal number on exterior of envelope. If sent by overnight method (Federal-Express, UPS Next Day Air etc.) please **note proposal number on exterior of envelope**. Failure to do so will not constitute a liability on the City if the proposal is misplaced or lost by the City.

MODIFICATIONS OR WITHDRAWAL: Proposals deposited with the city may be withdrawn or modified prior to the time set for opening of proposals by delivering written or telegraphic notice to the Purchasing Office.

COPIES: Please return five (5) copies of each proposal- one (1) original and four (4) copies.

PROPOSAL OPENING: The opening of proposals shall be conducted in private to maintain the confidentiality of the contents of all proposals.

UNIT PRICES (if applicable): Discrepancies involving the incorrect extension of unit prices shall be resolved in favor of unit prices.

NON-DISCRIMINATION: The City of Gallup does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. Contractors shall be in compliance with all Federal, State and Local Laws and Ordinances regarding employment practices and the A.D.A. requirements.

SAFETY: The City of Gallup shall contract with companies or firms whose operators and equipment meet OSHA standards in their field of expertise.

AMENDMENTS: If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. Offerors are cautioned that any oral or written representations made by any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this

solicitation issued by the Purchasing Office. For determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Office.

ACKNOWLEDGE RECEIPT OF AMENDMENTS: Offerors will acknowledge receipt of amendments by returning one signed copy of the amendment with their proposal. Failure to acknowledge receipt of addenda may render your proposal as non-compliant.

CONFIDENTIALITY: This proposal shall be open to public inspection after award of a contract except to the extent Offeror designates and identifies trade secrets or other proprietary data to be confidential. Offerors may request in writing non-disclosure of confidential data. Such data should accompany the proposal and be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the data. Offerors are cautioned that materials designated as confidential may nevertheless be subject to disclosure under the New Mexico Inspection of Public Records Act (Section 14-2-1 et seq. NMSA 1978). Confidential data are normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA, 1978. Prices, makes and models, or catalogue numbers of items offered shall be publicly available regardless of designation to the contrary.

DISCUSSIONS: Discussions may be conducted with all responsible Offerors who submit proposals found to be reasonably likely to be selected for award. The City reserves the right to short list offerors. Offerors submitting proposals may be afforded an opportunity for discussion, oral presentations, and revision after submission and prior to award for the purpose of obtaining best and final offers. After obtaining best and final offers, the award shall be made to the responsible Offerors(s) whose proposals are most advantageous to the City of Gallup.

Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required, and based on the criteria set forth in the request for proposal. For purposes of conducting discussions, proposals may initially be classified as:

1. Acceptable
2. Potentially acceptable, that is, reasonably likely of being made acceptable
or;
3. Unacceptable

The review committee will evaluate all proposals, determine the need for, and conduct any negotiations. Negotiations may be conducted to:

1. Promote understanding of the City's requirements and the Offerors's proposal.
2. Obtaining best and final offers
3. Facilitate arrival at a contract that will be most advantageous to the City of Gallup taking into account the factors set forth in the proposal.

The City is under no obligation to conduct any negotiations or discussions with an Offeror.

The City of Gallup's designee shall negotiate a contract with the highest qualified Offeror at compensation determined in writing to be fair and reasonable, taking into account the estimated value of the services and the scope, complexity and nature of the services. Should the designee be unable to negotiate a satisfactory contract with the Offerors considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be terminated. Negotiations shall then be undertaken with the second most qualified business. This process shall continue until a satisfactory contract is negotiated with a qualified

business or the procurement process is terminated and a new request for proposals is initiated.

If the highest ranked Offeror cannot fulfill the conditions as outlined the award will go to the next highest ranked responsible Offeror whose offer was judged responsive.

This request and all attachments will be considered part of the resultant contract and/or purchase order.

TAXES: The proposal total shall exclude all applicable taxes. The City will pay any taxes due on the contract based upon billing submitted by the contractor, at the applicable tax rate. Taxes shall be shown as a separate amount on any billing or request for payment. The City of Gallup is non-taxable on tangible goods.

APPROPRIATIONS: The terms of this agreement are contingent upon sufficient monies being made available by the City of Gallup for the performance of this agreement. If sufficient appropriations and authorizations are not made by the City of Gallup, this agreement shall terminate upon written notice being given by the city to the contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final.

MANDATORY REQUIREMENTS: The Evaluation Committee reserves the right to waive minor irregularities. Mandatory requirements may be waived by the evaluation committee if all of the otherwise responsive offerors failed to comply with the same mandatory requirement and the failure to do so does not otherwise materially affect the procurement. The evaluation committee shall have the right to request subsequent information from the otherwise responsive offerors.

If, in the opinion of the evaluation committee a specification is poorly worded or confusing the evaluation committee may waive the specification for all offerors, and if points were assigned reduce the total points by the number of points assigned to the specification.

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. **Mandatory General Conditions or specifications contain the terms “must”, “shall”, “will”, “is required” or “are required”.**

TECHNICAL IRREGULARITIES: The City shall have the right to waive technical irregularities in the form of an Offeror's proposal which do not alter the quantity or quality of the services.

CONTRACT TERMS AND CONDITIONS: The contract between the City and Offeror will follow the format specified by the City and contain the terms and conditions set forth in Draft Agreement. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into the contract. Should an offeror object any of the City's terms and conditions, that offeror must propose specific alternative language that would be acceptable to the City. Offeror must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternative wording. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the City and will result in disqualification of the offeror's proposal.

INCURRING COST: Any cost incurred by the offeror in preparation, transmittal, cancellation, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

ACCEPTANCE: Offeror agrees that the proposal shall remain in effect for sixty (60) days from the due date for proposals and subject to acceptance by the City of Gallup within that period. No proposal may be withdrawn or modified by the Offeror during this period unless prior written permission is granted by the City. Acceptance period may be extended with the mutual agreement of the City and the Offeror.

PREFERENCES: A 5% preference of the total points used in evaluating the Request for Proposal shall be awarded to a City of Gallup Resident Business.

A preference of the total points used in evaluating the Request for Proposal shall be awarded to a business that has registered with the State of New Mexico Department of Taxation and Revenue as a resident New Mexico business or Resident New Mexico Veteran's business, and in any case shall be applied in accordance with the provisions of New Mexico Statute 13-1-21 and 13-1-22 NMSA 1978.

The City of Gallup Resident Business preference, State of New Mexico Resident Business Preference, or State of New Mexico Resident Veteran's Business will be factored into the Request for Proposal scores where applicable. However, the preferences are not cumulative and no offeror will receive more than one of the applicable preferences.

For information on State of New Mexico Resident Business or Veteran's Resident Business bidder's certification call 505-827-0951 or to download applications, go to: www.tax.newmexico.gov , select "Businesses" and click on "In-State Preference Certification" under "Popular Information". The following link may also be used: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx> . **You must submit a copy of your NM Resident Business or Resident Veteran's Business Certificate with your proposal in order to qualify for the New Mexico Residence preference.**

PROTESTS: Any bidder or offeror who is aggrieved in connection with a solicitation or award of a contract may protest to the central purchasing office. The protest must be submitted in writing within seven (7) calendar days after knowledge of the facts or occurrences giving rise thereto, state the grounds for the protest, and the relief requested.

PROCUREMENT CODE VIOLATIONS: The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico State Statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

AWARD: The award shall be made to the responsible and responsive Offeror or Offerors whose proposal is most advantageous to the City of Gallup, taking into consideration the evaluation factors set forth in the request for proposals.

THE CITY RESERVES THE RIGHT TO CANCEL THE RFP, OR REJECT ANY OR ALL PROPOSALS IN WHOLE OR IN PART, TO WAIVE INFORMALITIES OR TECHNICALITIES AT ITS OPTION, AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTERESTS OF THE CITY OF GALLUP.

II. SUPPLEMENTAL TERMS AND CONDITIONS

ELECTRONIC COMMUNICATIONS: Communications regarding this procurement, including issuance of amendments, may be conducted by electronic means (e-mail or fax). However, electronic submittals of the proposal whether by fax or other electronic means are NOT acceptable as noted in the General Conditions.

DEBARRED OR SUSPENDED CONTRACTORS: A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of § 13-1-177 through § 13-1-180, and § 13-4-11 through § 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the City of Gallup and shall not be considered for award of the contract during the period for which it is debarred or suspended.

PROFESSIONAL REGISTRATION: All work shall be under the direction of the applicable professional, legally licensed and registered by the State of New Mexico.

ACKNOWLEDGE RECEIPT OF AMENDMENTS: Offerors will acknowledge receipt of amendments by returning one signed copy of the amendment with their proposal. Failure to acknowledge receipt of addenda may render your proposal as non-compliant.

COST PROPOSAL: Cost proposals will be submitted under separate sealed cover. (See Section G, (6)).

PROHIBITED CONTACT: Except for communications during any informational meeting conducted by the City for this RFP and to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or staff other than the Purchasing Section staff relating to this RFP is strictly prohibited throughout the duration of the RFP process, and, upon such finding, will render a respondent and/or related proposal non-compliant. Any and all inquiries must be submitted by the prospective respondent to the Purchasing Department no later than **Monday, March 18, 2016** by 5:00 p.m. (local time). Inquiries received after the deadline may not be considered.

CONTACT: For questions or clarification regarding any aspect of this proposal, submit the questions in writing by fax or email to: Frances Rodriguez; City of Gallup Purchasing Division; P.O. Box 1270 (87305); 110 W. Aztec; Gallup, NM 87301; (505) 863-1334 (phone); (505) 722-5133 (fax); frodriguez@gallupnm.gov who shall be the sole point of contact for this RFP.

When faxing in questions, please include the following:

1. All transmissions should include a cover sheet.
2. Cover sheet shall contain: a) The RFP number b) Offeror name, contact person, phone number, and return fax number.

Inquiries requiring clarification/modification to the RFP will be compiled and responded to via written addendum issued before the due date/time. In the event addendum is received by an offeror after its proposal is submitted, the offeror must acknowledge receipt of the addendum by notice to the Purchasing Division via fax or email. Again, questions submitted after **March 18, 2016** at 5:00 p.m. may not be addressed.

CONFLICT OF INTEREST: Offeror warrants that it presently has no interest and will not acquire any

interest, direct or indirect, which would conflict in any manner or degree with the performance of service under this contract. Offeror must notify the City's Purchasing Officer if any employee(s) of the requesting department or the Central Purchasing Division have a financial interest in the bidder.

ACKNOWLEDGEMENT OF RECEIPT: Return Acknowledgement of Receipt form as soon as possible but no later than March 18, 2016. Only potential offerors who return this form will receive copies of amendments and correspondence. Potential offerors that return acknowledgment late or do not return at all, shall still be allowed to submit a proposal.

EXISTING AGREEMENT: The Offeror may extend the terms and conditions of this contract to other governmental entities pursuant to the governing laws of those entities. The City of Gallup shall not have any liability to offeror as a result of such extension.

APPLICABLE LAW: This proposal and Contract shall be governed by the ordinances of the City of Gallup and the laws of the State of New Mexico.

RFP DOCUMENTS: RFP documents may also be retrieved by accessing the Purchasing page of the City of Gallup website, www.gallupnm.gov/purchasing , by calling (505) 863-1232 or visiting the Central Purchasing Division at 110 West Aztec, Gallup, NM 87301.

The City of Gallup will notify vendors of record of amendments/addenda that are issued. Vendors of record are those that are currently on bidders' list or those vendors that have submitted the Acknowledgement of Receipt form by its due date. If not a vendor of record for the solicitation, or if solicitation copy was downloaded from City of Gallup website, it shall be vendor's responsibility to check website frequently for copies of any addenda/amendments or correspondence concerning the solicitation. Failure to acknowledge all addenda could result in rejection of proposal as non-responsive. In the case of an inconsistency between information on this site and the written document, the written document shall prevail.

III. BACKGROUND

The city of Gallup is a city in northwest New Mexico, near the Four Corners region. Gallup is situated approximately midway between Albuquerque, NM and Flagstaff, AZ and is bisected by historic U.S. Highway 66. The city encompasses approximately 19 miles in square miles with a population of 22,469 (2014 Population Report, U.S. Census). Gallup serves as the trading center for more than six times that number, approximately 120,000. This is because Gallup is surrounded by heavily populated tribes such as Navajo, Zuni, and Hopi tribes. These tribes have limited services on their tribal land therefore they heavily rely on the services provided within the City of Gallup limits. This includes services for basic living necessities such as food, clothing, fuel and employment but also health and well being services such as medical services, health and human services and recreational.

The City of Gallup is soliciting proposals from qualified firms/contractors interested in entering an agreement for vector and herbicide control services as described herein.

IV. SCOPE OF SERVICES

All services must be based on Integrated Pest Management Principles minimizing human exposure, poisoning of animals and pesticide-related water pollution.

A. MOSQUITO CONTROL

1. Survey and map the land within the City limits (approximately 19 square miles) to identify and map mosquito breeding sites. Potential breeding sites for all area species of mosquito (including floodwater species) will be surveyed and mapped, including, but not limited to: storm drainage systems, catch basins, ponding areas, irrigation facilities, culverts, and ditches.
2. Most mosquito control services will occur on public property, populated housing areas, alleys, right of ways, and/or private property such as a drainage pond for a shopping center.
3. Perform site inspection for mosquito breeding at the appropriate frequency to determine the need to apply larvicide treatments. Larvicide will be applied as needed throughout the control season.
4. Control materials, schedules, and application methods will be proposed by the contractor and approved by the City before initial applications. Treatments may include mosquito fish, *Bacillus thuringiensis* formulations, insect growth regulators, monomolecular films and insecticides. The following products may NOT be used for pest control:
 - a. products labeled with the signal word "Danger"
 - b. organophosphate products (e.g. diazinon or chlopyrifos)
 - c. carbamate products (e.g. carbaryl)
 - d. pyrethroid products

5. Adult mosquito surveillance will include designing and conducting ongoing adult population surveillance program using landing counts, CDC light traps, Gravid traps, or other methods.
6. Contractor will provide laboratory species identification to the City and submit samples to NM state lab for testing and to NM Department of Health as necessary.
7. Adult mosquito control: Contractor is to demonstrate approach, ability and equipment to provide adulticiding services as required for ground or aerial fogging. All calibration certifications and licensing for related services and equipment must be current and maintained for the life of the contract with the City. City and Contractor will jointly determine thresholds for fogging applications.
8. Contractor will demonstrate their abilities to establish a notification list for citizens who have requested to be notified when fogging is scheduled for their neighborhood.
9. The City maintains a “Mosquito Hotline” to collect citizens’ information, questions, and concerns regarding mosquito issues. The City will provide the contractor with a summary of calls. The Contractor will investigate reports of mosquito activity and standing water in a timely manner, and shall respond to calls within forty-eight (48) hours. Contractor may be required to respond directly to individual callers upon the City’s request.

B. WEED CONTROL

1. Contractor is to demonstrate a chemical control weed management plan to include the approach, ability, and equipment for preventative weed growth.
2. Weed control services will occur on public property, populated housing areas, alleys, and right of ways and other areas where weeds may pose a public health hazard such as fire or infestation.
3. This service shall NOT include the cutting or burning of weeds but rather herbicidal treatments to be applied correctly and affectively to disrupt growth of weeds.
4. Control materials, schedules, and application methods will be proposed by the contractor and approved by the City before initial applications.

V. REPORTS

Mosquito Control: The Contractor will create and provide the City with detailed monthly status reports on surveillance trapping results, larvicide applications made, GPS areas of fogging and treatment, and of citizen interaction. The report will be submitted to the City no later than the 15th of each month, detailing the information for the prior month.

Weed Control: The Contractor will create and provide monthly reports of treated areas; report will identify products used, areas treated and the frequency of areas treated. The report will be submitted to the City no later than the 15th of each month, detailing the information for the prior month.

VI. LICENSING/EXPERIENCE

The Contractor must have a minimum of five (5) years of verifiable experience in commercial pesticide services and managing municipality mosquito management programs. The Contractor shall maintain a Pesticide Applicators license issued by the New Mexico Department of Agriculture (NMDA), more specifically a Public Applicator's License(s) for categories in weed and vector control services.

VII. INSURANCE

The successful contractor will be required to provide proof of, and maintain, insurance by a company authorized to do business in New Mexico for the duration of the contract prior to performing work for the City of Gallup or when applicable on City owned property. The requirements are as follows:

- A. General Liability: \$1,000,000.00 with the City named as additional insured with the same coverage as the Contractor.
- B. In the case of any approved subcontract, the Contractor shall require the subcontractor to provide statutory Workers' Compensation and Employers' Liability Insurance, with the same limits as those required by the Contractor.
- C. Worker's Compensation Contractor must provide per the New Mexico statutory limits.
- D. City of Gallup shall be named as additionally insured
 - 1. This condition is required for General Liability.
- E. Notification
 - 2. The certificate must state that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the City.

VIII. RESPONSE FORMAT AND ORGANIZATION

- A. Number of Responses/Copies

Only one proposal may be submitted by each offeror for this project. Offerors shall provide one (1) original and five (5) identical copies of their proposal.

- B. Proposal Format

The proposal shall be limited in format and length. Format will be 8-1/2" x 11" with foldout sheets allowed up to 11" x 17" in size. All foldout sheets, up to a maximum of 11" x 17" sheets will be counted as two pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of **twenty-five (25)** numbered pages (printed sheet faces) of text no smaller than 10 point, and/or graphics. Points may be deducted if the page count is exceeded. If there is any question as to format requirements contact the Purchasing Division for clarification, prior to submittal of the proposal.

Material excluded from the **twenty-five (25) page** maximum count is limited to:

- Front cover (photos with captions on inside cover allowed)
- Divider pages (blank except for title information)
- Back cover (photos with captions on inside of back cover allowed)
- Tables of Contents page (one page maximum)
- Letter of Transmittal
- Resumes
- Comments on Draft Agreement
- Certificate(s) of insurance
- Campaign Contribution Disclosure Form
- Acknowledge Receipt of Amendment form
- Copy of New Mexico Resident Bidder or Resident Veteran Business Certificate (if applicable)
- Current I.R.S. W-9 Form
- Resident Veterans Preference Certification (if applicable)
- Resident Business Preference Table (Page 23; if Applicable)
- Cost/Fee Proposal (under separate, sealed cover)

C. Proposal Organization

All pages shall be numbered except for those specifically excluded from the page count.

All foldout pages shall be counted as two (2) pages and shall be numbered as such.

Proposals shall be organized and tabbed in the same order as the evaluation criteria.

A separately tabbed Appendix shall be included at the end of offeror's proposal that contains the following: **1)** Letter of Transmittal; **2)** Campaign Disclosure Form; **3)** Acknowledgement of Receipt of Amendment form (if any); **4)** Current insurance certificates should be included; **5)** Address specific concerns with the Draft Agreement, if any **6)** Copy of New Mexico Resident Bidder or Resident Veterans Certificate **7)** Resident Veterans Preference Certification (if applicable) **8)** Current I.R.S. W-9 form **9)** Resident Business Preference Table (if applicable).

Proposals shall be organized as follows:

- a. Response to Specifications/Scope of Work, organized and tabbed in the same order as the Evaluation Criteria.

A separately tabbed Appendix shall be included at the end of offeror's proposal consisting of:

- b. Letter of Transmittal—Each proposal must be accompanied by a Transmittal letter. The Transmittal letter shall identify the Offerors as follows:
 - i.) Identify the name and title of the person(s) authorized to contractually obligate the Offeror for the purpose of this RFP and the contract;
 - ii.) Be signed by a person authorized to contractually obligate the Offeror that explicitly indicates substantial acceptance of the Agreement between Owner and Contractor and compliance with all codes, regulations, facilities, City standards and requirements and laws that shall apply to this project.
- c. Campaign Contribution Disclosure Form –A form is included with this RFP. Any prospective contractor must fill this form whether or not they, their family member, or their representative has made any contributions subject to disclosure.
- d. Acknowledgement of Receipt of Amendment forms (if any issued)
- e. Copy of current insurance certificate indicating coverages in the amount indicated in the proposal should be submitted.
- f. Address specific concerns with the Draft Agreement, if any.
- g. Copy of New Mexico Resident Bidder Certificate – Offeror **MUST** include a copy of their New Mexico Resident Business or New Mexico Resident Veteran Business Certificate for purposes of receiving the New Mexico Resident Business or New Mexico Resident Veteran Business Preference, if applicable.
- h. City of Gallup Business License should be included if available
- i. Current I.R.S. W-9 Form
- j. Resident Veterans Preference Certification
- k. Resident Business Preference Table (Page 23; if Applicable)
- l. Cost Proposal to be submitted in separate **SEALED** envelope within the same shipping container/envelope as the Proposal

IX. PROPOSAL EVALUATION AND CRITERIA

Shortlisting - A maximum total of 100 points are possible in scoring each proposal for the shortlist evaluation. The Selection Committee will evaluate the proposals and may conduct

interviews with Offerors applying for selection. The evaluation criteria to be used by the Selection Committee for the proposal shortlist and the corresponding point values for each criteria are listed below. A minimum score of **80** is required in order to qualify for award of a contract.

Scoring - Utilizing the materials provided by the Purchasing Division, and the criteria outlined within the request for qualification or proposal, each committee members will complete the evaluation form included in the materials. This evaluation shall be completed prior to a committee discussion meeting scheduled by the Procurement Manager.

At the committee meetings, the Procurement Manager will poll members of the committee to provide any comments relative to the proposals that influenced their scores. Discussions may be held with Offerors for the purposes of obtaining clarification, or obtaining Best and Final Offers.

Following discussion by the members, each member may review scores, may make any changes and confirm point totals on the evaluation forms.

Oral Interviews - Based upon the results of scoring, the committee will determine whether interviews will be conducted. Interviews will be conducted if a majority of the members present at the meeting determine whether interviews are in the best interest of the City.

Should the committee elect to conduct interviews, the top respondents will be interviewed. The Purchasing staff will coordinate the interviews with each interviewee of the time, date and place the committee will conduct interviews and the time allowed for each presentation. The Committee members may question each interviewee during or after its presentation. A maximum of **10** additional points may be awarded a firm based on oral presentation/interviews. If oral presentations are not held, no additional points shall be awarded.

Evaluation Criteria: The proposal must be labeled in sequential order (corresponding to the numbered paragraph below) to facilitate evaluation.

1. **Technical Approach to the Project:** Provide description of the proposed technical approach of all technical and customary work to be performed for vector and weed control services.
[25 Points]

2. **Qualifications/Competence of Project Team Members to Perform Project:** Provide the names of key personnel who will be assigned to project. For each person listed, a description of experience, areas, of competence and percent of time assigned to the project shall be provided. Copies of relevant licenses should be included.
[35 Points]

3. **Capacity and Capability of the Firm to Perform Project, and In Timely Manner:** Provide:
 - a. Description of past contracts similar to scope of work herein.
 - b. If applicable, list of subcontractors to include addresses, qualification, and areas of responsibility.**[10 Points]**

4. **Performance of Contractor with Previous Clients:** Description and name of a minimum of five (5) past contracts, at least three (3) aside from the City of Gallup similar to scope of work herein. Include name, telephone number of contact person for each project.

[10 Points]

5. **Equipment Proposed for Technical Approach and Methodology:** Provide a detailed list and description of all equipment to be used with this contract.

[10 Points]

6. **Cost Proposal (Excludes taxes):** The cost proposal will be used in the evaluation of RFP however cost proposal must be submitted with technical proposal in **SEPARATE SEALED ENVELOPE** and must contain the following:

- a. Direct Costs
- b. Indirect Costs
- c. Labor (hours) by major tasks
- d. Materials
- e. Equipment
- f. Sub consultants or Subcontractors
- g. Any other proposed costs that may be incurred by the City of Gallup

$$\text{Offeror's points} = \frac{\text{Lowest responsive offeror's cost}}{\text{This offeror's cost}} \times \text{Maximum Points}$$

The lowest responsive offeror's cost will be divided by other offeror's cost, and then multiplied by the number of available points in the evaluation process to arrive at the final ranking of offerors.

[10 Points]

TOTAL POSSIBLE

[100 POINTS]

Factor	Points Available
Licensing/Experience	Pass/Fail
Campaign Contribution Disclosure Form	Pass/Fail
Letter of Transmittal	Pass/Fail
Technical Approach to Project	25
Qualifications/Competence of Project Team	35
Capacity and Capability of Firm for Project	10
Performance of Contractor w/Previous Clients	10
Equipment Proposed for Technical Approach/Method.	10
Cost Proposal	10

TOTAL	100
New Mexico Resident bidder or Resident Veteran Bidder	10
TOTAL	110 Points w/Preference Possible

Failure to meet mandatory qualification or submit a mandatory submittal will be grounds for disqualification.

X. APPLICATION OF IN-STATE PREFERENCE:

A. Pursuant to Section 13-1-21(C) (2), NMSA 1978. When a public body makes a purchase using a formal request for proposals process.

1. If the contract is awarded based on a point-based system, a resident business shall be awarded the equivalent of (5) five percent of the total possible points to be awarded based on the resident business possessing a valid resident business certificate. A resident Veteran’s business may be awarded up to a (10) ten percent preference of the total possible points.
2. The City’s RFP award process is based on a point system with 100 points possible. With the in-state preference applied, 105 points will be possible; with the Resident Veteran’s Preference applied a maximum of 110 points are possible.

B. Pursuant to Section 13-1-21 (D), NMSA 1978. When a joint bid or joint proposal is submitted by both resident and nonresident businesses, the resident business preference provided pursuant to Subsection E 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.

Offeror will complete the following table if submitting a joint proposal:

Firm Name, Location Of Resident Business	Work to be Performed	% of Work Performed Compared to Total Contract Cost
Firm Name, Location Of Non-Resident Businesses	Work to be Performed	% of Work Performed Compared to Total Contract Cost

Points shall be distributed by the percent of work identified above calculated as follows:
 Example: 35% of work will be performed by the certified resident business: 35% of 5 points = 1.75 points.

XI. PROPOSED SCHEDULE

It is the intent of the City to adhere to the following schedule. However, the City reserves the right to adjust or modify the schedule.

Action		Due Dates (times)
1. Advertise RFP		March 5, 2016
2. Acknowledgement of Receipt Due		March 18, 2016
3. Deadline to Submit Questions		March 18, 2016 @ 5:00 pm
4. Submission of Proposal		March 31, 2016 @ 2:00 pm
5. Evaluation		April 1-15, 2016
6. Award		April 18, 2016

RETURN THIS FORM WITH YOUR PROPOSAL

RFP No. 2015/2016/09/P

LETTER OF TRANSMITTAL

The undersigned certifies that they have read and understand the above General Conditions and Proposal documents and that they accept these conditions and submit the attached proposal in full compliance with these conditions and the applicable proposal specifications. I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 60 days in order to allow the City adequate time to evaluate the qualifications submitted.

In submitting this proposal, the offeror represents that the offeror has familiarized themselves with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are a part of this proposal, and further that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a proposal for the same product or service. The offeror will comply with all applicable federal and state laws, local ordinances and the rules and regulations of all authorities having jurisdiction over the goods or services of the project.

The Offeror further warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding Contracting with a public officer or City employee or former City employee have been followed.

NAME OF FIRM THAT WILL CONTRACT WITH THE CITY

TYPE OF BUSINESS ENTITY (Corporation, Partnership, LLC, etc)

AUTHORIZED SIGNATURE

NAME PRINTED OR TYPED

TITLE

TELEPHONE: _____

DATE: _____

FAX: _____

ADDRESS: _____

EMAIL: _____

RETURN THIS FORM WITH YOUR PROPOSAL

RFP No. 2015/2016/09/P
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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 City of Gallup or the State of New Mexico 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.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either 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.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

NAME(S) OF APPLICABLE PUBLIC OFFICIAL(S): Mayor Jackie McKinney; Councilors Linda Garcia, Allan Landavazo, Yogash Kumar, Fran Palochak.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____
Relation to Prospective Contractor: _____
Name of Applicable Public Official: _____
Date Contribution(s) Made: _____
Amount(s) of Contribution(s) _____
Nature of Contribution(s) _____
Purpose of Contribution(s) _____

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)

RESIDENT VETERANS PREFERENCE CERTIFICATION

(This Form Must be submitted with your proposal if you are certified as a New Mexico Resident Veterans business)

_____ (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 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 checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

DRAFT SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this _____, 2016 by and between the City of Gallup, New Mexico, hereinafter called "CITY" and _____ hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Provide vector control services including the mapping, surveillance, and identification of species. Project also includes the preventative services to control weed growth.

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY'S, RFP **2015/2016/09/P** incorporated herein by reference and made a part of this Agreement. The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S, decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount (not to exceed \$ _____), plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of project(s) that is required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE

This Agreement shall become effective on _____, 2016 (date of award) for a one year and, pending mutual written agreement, may be extended annually thereafter for up to three (3) more years.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR in Exhibit A (and as agreed to under the terms of this Agreement).

7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may

have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR'S employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. General Liability: \$1,000,000.00 with the City named as additional insured with the same coverage as the Contractor.
2. In the case of any approved subcontract, the Contractor shall require the subcontractor to provide statutory Workers' Compensation and Employers' Liability Insurance, with the same limits as those required by the Contractor.
3. Worker's Compensation Contractor must provide per the New Mexico statutory limits.

The CONTRACTOR must immediately notify the CITY if insurance is canceled or not renewed.

The City must be named as additional insured - This coverage must be as broad as the coverage provided to the insured; coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of endorsement for this coverage must be provided as a condition of this Agreement.

Waiver of Subrogation will apply and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY, with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR’S services or any work done pursuant to this Agreement.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR’S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute. In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Gallup
P.O. Box 1270
Gallup, NM 87305
ATTENTION: Jon DeYoung

With Copies to: Frances Rodriguez, Purchasing Director

TO CONTRACTOR: _____

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year above mentioned.

ATTEST:

CITY OF GALLUP, NEW MEXICO

By: _____
Frances Rodriguez, Purchasing Director

Alfred Abeita, City Clerk

Printed Name and Title

Date

Date

CONTRACTOR:

Company Name

By: _____
Signature

Printed Name and Title

Date