



# **CITY OF GALLUP**

**City of Gallup, New Mexico  
Purchasing Division  
P.O. Box 1270  
Gallup, New Mexico 87305-1270  
Office: (505) 863-1232  
Fax: (505) 722-5133  
gallupnm.gov/purchasing**

## **INVITATION TO BID FORMAL BID NO NO. 1702**

### **VECTOR & WEED CONTROL SERVICES**

**ISSUE DATE: January 14, 2017  
BID OPENING DATE: January 25, 2017  
BID OPENING TIME: 2:00 p.m. Local Time**

**Notes:**

**Vendor Name :**

\_\_\_\_\_  
**Vendor Address :**  
\_\_\_\_\_  
\_\_\_\_\_

**F.O.B. Point : Destination**

**Payment Terms: Net 30, unless otherwise  
stated**

**Quantities may be increased or decreased  
within reasonable amounts**

**ADVERTISEMENT FOR BIDS**

CITY OF GALLUP, NEW MEXICO  
FORMAL BID NO. 1702

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

**VECTOR & WEED CONTROL SERVICES**

As more particularly set out in the bid documents, copies of which may be obtained from the City of Gallup Purchasing Department, 110 W. Aztec Ave., Gallup, New Mexico 87301. **Copies of the Bid may also be accessed at [www.gallupnm.gov/bids](http://www.gallupnm.gov/bids)**

Sealed bids for such will be received at the Office of the Purchasing Department until **2:00 P.M. (LOCAL TIME) on Tuesday, January 25, 2017** when they will be opened and read aloud in the City Hall Purchasing Conference Room. Envelopes are to be sealed and plainly marked Formal Bid Number 1702. **NO FAXED OR ELECTRONICALLY TRANSMITTED BIDS** nor bids submitted after the specified date and time will be considered, and will be returned unopened.

For information on this bid, contact Frances Rodriguez, Purchasing Director, at 505-863-1334; Email: [vrodriguez@gallupnm.gov](mailto:vrodriguez@gallupnm.gov).

Dated the 12<sup>th</sup> day of January 2017

By: /S/ Jackie McKinney, Mayor

*CLASSIFIED LEGAL COLUMN:*  
*Gallup Independent Publishing Date: Saturday, January 14, 2017*

**ACKNOWLEDGMENT OF RECEIPT OF BID**  
**Formal Bid No. 1702**

**VECTOR & WEED CONTROL SERVICES**

In acknowledgment of receipt of this BID the undersigned agrees that they have received a complete copy of this Bid consisting of Twenty-Eight (28) 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 **January 18, 2017**. **Only potential bidders who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all bidder written questions and the City's written responses to those questions as well as Bid Amendments, if any are issued.**

FIRM DOES DOES NOT (Circle one) intend to respond to this Formal Bid.

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 Formal Bid.

Return this form by fax or email to:

City of Gallup Purchasing Department  
Frances Rodriguez  
P.O. Box 1270  
Gallup, New Mexico 87305  
(505) 863-1334  
(505) 722-5133 Fax  
Email: [fr Rodriguez@gallupnm.gov](mailto:fr Rodriguez@gallupnm.gov)

**Please return this form no later than January 18, 2017**

**GENERAL CONDITIONS**  
FORMAL BID NO. 1702

**SEALED BIDS:** ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE AND SHALL NOT BE OPENED AND CONSIDERED IF THEY ARE NOT RECEIVED BY THE PURCHASING DEPARTMENT PRIOR TO THE TIME SPECIFIED FOR THE BID OPENING. ALL SEALED BIDS MUST BE SUBMITTED ON THE BID DOCUMENT ORIGINALS OF FORMS, OR REASONABLE FACSIMILE, FURNISHED BY THE CITY OF GALLUP. ALL BIDS MUST BE SIGNED BY A RESPONSIBLE AND AUTHORIZED PERSON FOR THE BIDDING FIRM. EACH BIDDER MUST ALSO FILL-IN AREAS FOR DELIVERY DATE, PAYMENT TERMS, AND F.O.B. POINT IF REQUESTED; FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THEIR RESPECTIVE BID. NOTE THAT FAX OR ELECTRONICALLY TRANSMITTED BIDS ARE NOT ACCEPTED ON THE CITY OF GALLUP **FORMAL BIDS**. BIDS SUBMITTED AFTER THE BID OPENING DATE AND TIME WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED. BIDS WILL BE OPENED IN THE PURCHASING DEPARTMENT CONFERENCE ROOM.

**PHYSICAL ADDRESS:**

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

**MAILING ADDRESS:**

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

BIDS WILL BE ACCEPTED UNTIL 2:00 P.M. LOCAL TIME ON **January 25, 2017** AT THE CITY OF GALLUP PURCHASING OFFICE; 110 WEST AZTEC (87301); P.O. BOX 1270; GALLUP, NEW MEXICO 87305.

**MAILING:** BIDDER TO UTILIZE THE CITY'S SELF-ADDRESSED LABEL ON THEIR RETURN MAILING ENVELOPE OR PACKAGE IF ONE IS FURNISHED. IF SENT BY MAIL OR OVERNIGHT METHOD (FED-EXPRESS, UPS NEXT DAY AIR ETC.), OR HAND DELIVERED PLEASE **NOTE BID NUMBER ON EXTERIOR OF ENVELOPE**. FAILURE TO DO SO WILL NOT CONSTITUTE A LIABILITY ON THE CITY IF THE BID IS MISPLACED OR LOST.

ANY BID RECEIVED AFTER THE SPECIFIED TIME AND DATE WILL BE DECLARED A "LATE BID" AND WILL NOT BE CONSIDERED. PLEASE PROVIDE AMPLE TIME IF USING CARRIERS SUCH AS FEDEX OR UPS, ETC. DELAYS CAUSED BY COMMERCIAL AIRLINES OR EXPRESS CARRIERS SUCH AS FEDEX AND UPS ARE NOT EXCUSABLE AND BIDS WILL THEREFORE BE CONSIDERED LATE AND WILL **NOT** BE ACCEPTED. WEATHER FORECASTS SHOULD BE MONITORED AND TAKEN INTO CONSIDERATION IN THE PLANNING OF MAILING OF BIDS AND/OR BIDS.

**SPECIFICATIONS:** SPECIFICATIONS, AS INCLUDED IN THIS BID AND THE PLANS IF ANY, ARE INTENDED TO INDICATE THE REQUIREMENTS OF THE CITY OF GALLUP (**hereinafter called OWNER**) AND GIVE AN ACCURATE DESCRIPTION OF MINIMUM STANDARDS ACCEPTABLE. ALL ITEMS EQUAL OR EQUIVALENT TO THESE REQUIREMENTS AND STANDARDS WILL BE CONSIDERED, EXCEPT WHERE OTHERWISE NOTED. ALL MATERIALS USED AND INCORPORATED INTO THIS PROJECT SHALL BE NEW UNLESS OTHERWISE AGREED UPON.

**MINOR DEVIATIONS OR IRREGULARITIES:** THE CITY RESERVES THE RIGHT TO ACCEPT **MINOR** MODIFICATIONS OR DEVIATIONS FROM ANY SPECIFICATION, EXCEPT WHERE OTHERWISE NOTED, AS LONG AS THE PROPOSED MATERIAL MEETS THE INTENT OF THE SPECIFICATONS. THE CITY WILL BE THE SOLE ENTITY TO DETERMINE THE ACCEPTANCE OR NON-ACCEPTANCE OF ANY SUCH MODIFICATIONS OR DEVIATIONS.

**EQUIVALENTS:** EQUALS OR EQUIVALENTS TO THESE SPECIFICATIONS WILL BE CONSIDERED PROVIDED BIDDER FURNISHES SUFFICIENT PROOF THAT THEIR OFFER MEETS OR EXCEEDS THE INTENT OF THESE SPECIFICATIONS, UNLESS THE SPECIFICATIONS STATE THAT NO

SUBSTITUTIONS OR EQUIVALENTS ARE ALLOWED. FAILURE TO SUBMIT SUFFICIENT DATA/LITERATURE TO ALLOW A THOROUGH EVALUATION OF YOUR BID MAY BE CAUSE FOR REJECTION OF YOUR BID. THEREFORE, INCLUDE COPIES OF ALL PERTINENT DATA, SPECIFICATIONS, OR DESCRIPTIVE LITERATURE.

THE CITY WILL BE THE SOLE ENTITY TO DETERMINE THE ACCEPTANCE OR NON-ACCEPTANCE OF ANY MODIFICATIONS OR DEVIATIONS. THE ACCEPTANCE OR REJECTION OF EQUIVALENTS SHALL BE DETERMINED SOLELY BY THE CITY OF GALLUP.

**NEW EQUIPMENT:** IF APPLICABLE, UNLESS OTHERWISE STATED ALL GOODS OR MATERIAL MUST BE NEW AND THE LATEST IN PRODUCTION.

**WARRANTY:** ALL LABOR AND WORK DONE BY THE CONTRACTOR SHALL BE WARRANTED FOR A PERIOD OF **ONE YEAR FROM DATE OF FINAL ACCEPTANCE.**

**BRAND NAMES:** IF APPLICABLE, UNLESS OTHERWISE INDICATED IN THE PLANS AND SPECIFICATIONS, WHERE A PRODUCT OR BRAND NAME IS INDICATED IN THE PLANS AND/OR SPECIFICATIONS, IT SHALL MEAN MINIMUM ACCEPTABLE LEVEL OR MINIMUM QUALITY REQUIRED. IF THE BIDDER IS OFFERING, AND THE PLANS, SPECIFICATIONS, OR SCOPE OF WORK ALLOW, AN ITEM OTHER THAN THE ONE SPECIFIED THEN THE MANUFACTURER'S NAME AND MODEL NUMBER OF THAT ITEM SHALL BE FURNISHED TO THE CITY AND SUFFICIENT SPECIFICATION AND DESCRIPTIVE DATA PROVIDED TO PERMIT A THOROUGH EVALUATION. FAILURE TO PROVIDE APPROPRIATE INFORMATION WHEN REQUESTED MAY RESULT IN DISQUALIFICATION OF THE OFFER.

**FORMS OF COMPLETION:** BIDDERS TO INDICATE COMPLIANCE OR EXCEPTION TO SPECIFICATIONS OR SCOPE OF WORK REQUIRED. EXCEPTIONS TO THE SPECIFICATIONS OR SCOPE OF WORK SHALL BE LISTED AND FULLY EXPLAINED ON A SEPARATE PAGE ENTITLED EXCEPTIONS TO SPECIFICATIONS. THE EXCEPTIONS SHALL REFER TO THE SPECIFICATION PAGE AND PARAGRAPH NUMBER THE NATURE OF EACH EXCEPTION SHOULD BE DESCRIBED IN AS MUCH DETAIL AS NECESSARY. FAILURE TO DO SO MAY BE REASON TO REJECT YOUR BID.

**COMPETENCY OF BIDDER:** BIDS WILL BE CONSIDERED ONLY FROM CONTRACTORS WHO CAN PROVIDE EVIDENCE THAT THEY HAVE ESTABLISHED A SATISFACTORY RECORD OF PERFORMANCE AND INTEGRITY TO INSURE THEY CAN EXECUTE THE REQUIREMENTS (SCOPE OF WORK) AS STATED HEREIN. THE CITY MAY MAKE SUCH INVESTIGATION IT DEEMS NECESSARY TO DETERMINE THE ABILITY OF THE BIDDER TO PERFORM THE WORK. ANY DETERMINATION AS TO COMPETENCY SHALL BE MADE BY APPROPRIATE CITY STAFF. **A BIDDER'S QUALIFICATIONS STATEMENT IS ATTACHED AND IS A MANDATORY REQUIREMENT WHEN SUBMITTING BID PROPOSAL.**

**DELIVERY:** WILL BE AN IMPORTANT PART IN AWARDING THE BID. IF A CONTRACTOR BREACHES HIS/HER CONTRACT BY FAILING TO DELIVER ACCORDING TO THE TIME SPECIFIED IN THE BID, THE CITY OF GALLUP RESERVES THE RIGHT TO CANCEL THE CONTRACT AND TO RECOVER FROM THE CONTRACTOR ANY DAMAGES IT SUFFERS BECAUSE OF SAID BREACH.

**F.O.B. POINT:** ALL MATERIAL AND WORK SHALL BE QUOTED F.O.B. GALLUP, FREIGHT PREPAID.

**BILLING:** ALL GOODS OR SERVICES MUST BE BILLED TO THE CITY OF GALLUP AND AT PRICES NOT EXCEEDING THOSE STATED ON THE PURCHASE ORDER. IF PRICES OR TERMS DO NOT AGREE WITH BID PROPOSED AMOUNTS, NOTIFY THE PURCHASING DEPARTMENT IMMEDIATELY.

**PAYMENT OR ACCEPTANCE NOT CONCLUSIVE:** CONTRACTOR WILL SUPPLY THE CITY WITH INVOICE FOR PAYMENT. NO PAYMENT MADE UNDER THIS CONTRACT SHALL BE CONCLUSIVE EVIDENCE OF THE PERFORMANCE OF THIS CONTRACT, EITHER WHOLLY OR IN PART, AND THAT NO PAYMENT MADE FOR THE DELIVERY OF THE ITEMS IN WHOLE OR IN PART SHALL BE

CONSTRUED AS AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIALS, NOR RELIEVE THE BIDDER FROM CORRECTIONS OF THE DEFECTS. THE FINAL ACCEPTANCE SHALL NOT BE BINDING UPON THE CITY, NOR CONCLUSIVE, SHOULD IT SUBSEQUENTLY DEVELOP THE BIDDER HAS FURNISHED INFERIOR ITEMS OR HAD DEPARTED FROM THE SPECIFICATIONS AND/OR THE TERMS OF THE CONTRACT. SHOULD SUCH CONDITIONS BECOME EVIDENT, THE CITY SHALL HAVE THE RIGHT, NOTWITHSTANDING FINAL ACCEPTANCE AND PAYMENT, TO CAUSE THE ITEM(S) TO BE PROPERLY FURNISHED IN ACCORDANCE WITH THE SPECIFICATIONS (AND DRAWINGS, IF ANY) AT THE COST AND EXPENSE OF THE BIDDER.

**PRICE TERMS:** BIDDER AGREES THAT THE PRICES BID SHALL REMAIN IN EFFECT FOR **45** DAYS FROM THE DATE OF THE BID OPENING AND SUBJECT TO ACCEPTANCE BY THE CITY OF GALLUP WITHIN THAT PERIOD. TIME FOR ACCEPTANCE MAY BE EXTENDED WITH THE MUTUAL CONCURRENCE OF THE CONTRACTOR.

**ADDENDA/AMENDMENTS:** IF ANY QUESTIONS OR RESPONSES REQUIRE REVISION TO THE SOLICITATION AS ORIGINALLY PUBLISHED, SUCH REVISIONS WILL BE BY FORMAL AMENDMENT ONLY TO KNOWN PLANHOLDERS OF RECORD.

IF THE SOLICITATION INCLUDES A CONTACT PERSON FOR TECHNICAL INFORMATION, BIDDERS ARE CAUTIONED THAT ANY ORAL OR WRITTEN REPRESENTATIONS MADE BY THIS OR 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 OR DESIGNEE. FOR A DETERMINATION AS TO WHETHER ANY REPRESENTATION MADE REQUIRES THAT AN AMENDMENT BE ISSUED, CONTACT THE BUYER LISTED UNDER THE PARAGRAPH ENTITLED "INFORMATION".

**INSURANCE:** BIDDER SHALL PROVIDE A CERTIFICATE OF INSURANCE IN COMPLIANCE WITH THE TERMS OF THIS BID AND THE STATE OF NEW MEXICO CONSTRUCTION INDUSTRIES DIVISION RULES AND REGULATIONS, INCLUDING WORKMEN=S COMPENSATION IF REQUIRED BY LAW. CERTIFICATE SHALL BE FURNISHED UPON REQUEST OF THE CITY OF GALLUP.

**BUSINESS LICENSE:** BIDDER'S ARE ADVISED THAT THEY MUST HAVE OR OBTAIN A CURRENT CITY OF GALLUP BUSINESS LICENSE FOR THE TYPE OF MATERIAL OR SERVICES REQUIRED UNDER THIS CONTRACT BEFORE WORK COMMENCES OR A PURCHASE ORDER ISSUED.

**PERMITS AND LICENSES:** CONTRACTOR AND ALL APPLICATORS THEREOF SHALL HOLD AND MAINTAIN A PESTICIDE APPLICATORS LICENSES ISSUED BY THE NEW MEXICO DEPARTMENT OF AGRICULTURE WITH MINIMUM CATEGORIES OF 3B-ORNAMENTAL AND TURF WEEDS AND 8-PUBLIC HEALTH PESTS. ALL PERMITS OR LICENSES REQUIRED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND OR APPLICATORS.

**INSPECTION:** THE EXECUTIVE DIRECTORS, MANAGERS OR FACILITY MANAGER OR ANY DULY AUTHORIZED INSPECTORS SHALL AT ALL TIMES HAVE THE RIGHT TO INSPECT AND APPROVE THE WORK AND MATERIALS.

**CODE COMPLIANCE:** COMPLETE USE OF PESTICIDES AND HERBICIDES MUST MEET FEDERAL, STATE, AND LOCAL LAWS, CODES AND REGULATIONS.

**CANCELLATION:** THE CITY RESERVES THE RIGHT TO CANCEL ANY CONTRACT RESULTING FROM THIS REQUEST FOR CONVENIENCE BY GIVING WRITTEN NOTICE TO THE CONTRACTOR. THE CITY SHALL BE LIABLE TO THE CONTRACTOR FOR ANY SERVICES PROVIDED OR MATERIAL ORDERED AND ACCEPTED PRIOR TO TERMINATION.

IF THE CONTRACTOR FAILS TO FULFILL ANY OBLIGATION RESULTING FORM THIS CONTRACT IN A TIMELY AND RESPONSIVE MANNER, OR IF THE CONTRACTOR VIOLATES ANY OF THE TERMS OF THIS CONTRACT, THE CITY SHALL HAVE THE RIGHT TO CANCEL THE CONTRACT BY GIVING

WRITTEN NOTICE OF CANCELLATION TO THE CONTRACTOR AND RECOVER FROM THE CONTRACTOR ANY DAMAGES RESULTING FROM CONTRACTOR'S FAILURE TO PERFORM.

**TAXES:** THE BID 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.

**FORMS COMPLETION:** ALL FORMS SUBMITTED MUST BE TYPEWRITTEN OR WRITTEN IN INK. ANY ALTERATIONS TO THE BID AMOUNTS BY ERASURES OR BY INTERLINEATIONS SHALL BE INITIALED BY THE SIGNER OF THE BID FORM.

**UNIT PRICES:** TYPOGRAPHICAL ERRORS, ERRORS IN EXTENDING UNIT PRICES, ARITHMETIC ERRORS OR ERRORS CLEARLY EVIDENT ON THE FACE OF THE BID DOCUMENT MAY BE CORRECTED IN ACCORDANCE WITH THE PROCUREMENT ORDINANCE AND PROCUREMENT REGULATIONS. DISCREPANCIES INVOLVING THE INCORRECT EXTENSION OF UNIT PRICES SHALL BE RESOLVED IN FAVOR OF UNIT PRICES AS UNIT PRICES CANNOT BE CORRECTED.

**INFORMATION:** IF CLARIFICATION IS NEEDED ON ANY PART OF THIS SOLICITATION, CONTACT FRANCES RODRIGUEZ; PURCHASING DIRECTOR; P.O. BOX 1270; GALLUP, NM 87305; 505-863-1334 OR 505-722-5133 (FAX); [frodriguez@gallupnm.gov](mailto:frodriguez@gallupnm.gov) (EMAIL). **QUESTIONS SUBMITTED AFTER JANUARY 18, 2017 MAY NOT BE ADDRESSED.**

**PREFERENCES:** THE CITY OF GALLUP LOCAL PREFERENCE SHALL APPLY AND FURTHERMORE THE STATE OF NEW MEXICO STATUTES SHALL APPLY. NEW MEXICO GRANTS A PREFERENCE TO THOSE CONTRACTORS WHO HAVE BEEN CERTIFIED BY THE STATE OF NEW MEXICO DEPARTMENT OF TAXATION AND REVENUE AS A RESIDENT CONTRACTOR OR A RESIDENT VETERANS CONTRACTOR AT THE TIME BIDS ARE OPENED, PURSUANT TO 13-1-22 & 13-4-2 (NMSA 1978). THE NEW MEXICO RESIDENT CONTRACTOR'S PREFERENCE OR RESIDENT VETERANS CONTRACTOR SHALL BE THE ONLY PREFERENCE THAT APPLIES. **CONTRACTORS MUST SUBMIT A COPY OF THEIR NEW MEXICO RESIDENT CONTRACTOR'S CERTIFICATE OR NEW MEXICO RESIDENT VETERAN CONTRACTORS CERTIFICATE WITH THEIR BID IN ORDER TO BE CONSIDERED FOR THE PREFERENCE AS PER 13-1-22 (A) NMSA 1978.** PLEASE SEE "NOTICE TO BIDDER" ON PAGE 10 FOR ADDITIONAL INFORMATION.

THE APPLICABLE STATE OF NEW MEXICO RESIDENT CONTRACTOR'S OR RESIDENT VETERAN CONTRACTOR'S PREFERENCE WILL BE FACTORED INTO BID PRICES WHERE APPLICABLE. HOWEVER, THE PREFERENCES ARE NOT CUMULATIVE AND BIDDERS WILL ONLY BE ENTITLED TO RECEIVE ONE PREFERENCE.

FOR INFORMATION ON NEW MEXICO RESIDENT CONTRACTOR CERTIFICATION PLEASE CALL 505-827-0951 OR TO DOWNLOAD APPLICATIONS, GO TO: [WWW.TAX.NEWMEXICO.GOV](http://WWW.TAX.NEWMEXICO.GOV) , SELECT "BUSINESSES" AND CLICK ON "IN-STATE PREFERENCE CERTIFICATON" UNDER "POPULAR INFORMATION.

**TOTAL ALL OR NONE:** SERVICES ON THIS BID WILL BE AWARDED ON A TOTAL ALL OR NONE BASIS. IF NO RESPONSIVE ALL OR NONE OFFERS ARE RECEIVED, THE CITY RESERVES THE RIGHT TO AWARD THE BID IN WHATEVER IT DEEMS TO BE IN ITS BEST INTEREST. **THE CITY SEEKS ONE CONTRACTOR TO PROVIDE ALL SERVICES SOLICITED HEREIN.**

**AWARD:** THE AWARD, IF MADE, SHALL BE MADE TO THE LOWEST RESPONSIBLE BIDDER SUBMITTING A RESPONSIVE BID THAT IS MOST ADVANTAGEOUS TO THE PUBLIC.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE MINOR TECHNICALITIES OR IRREGULARITIES AND TO ACCEPT THE BID IT DEEMS TO BE IN THE BEST INTEREST OF THE CITY. BIDS MAY BE REJECTED FOR, AMONG OTHER REASONS:

- BIDS CONTAINING ANY IRREGULARITIES.
- UNBALANCED VALUE OF ANY ITEMS.
- REASON FOR BELIEVING COLLUSION EXISTS AMONG THE BIDDERS.
- THE BIDDER BEING INTERESTED IN ANY LITIGATION AGAINST THE CITY.
- THE BIDDER BEING IN ARREARS ON ANY EXISTING CONTRACT OR HAVING DEFAULTED ON A PREVIOUS CONTRACT; OR WITHIN THE PAST THREE YEARS BEEN FORMALLY DEBARRED IN THE STATE OF NEW MEXICO OR ANY OTHER JURISDICTION; OR WHOSE LICENSE HAS BEEN SUSPENDED OR REVOKED BY THE APPROPRIATE LICENSING AUTHORITY
- LACK OF RESPONSIBILITY AS MAY BE REVEALED BY A FINANCIAL STATEMENT, EXPERIENCE AND EQUIPMENT, QUESTIONNAIRES, ETC.
- UNCOMPLETED WORK WHICH IN THE JUDGMENT OF THE CITY WILL PREVENT OR HINDER THE PROMPT COMPLETION OF ADDITIONAL WORK IF AWARDED.

**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.

**PROJECT ERRORS:** BIDDERS WILL PROMPTLY NOTIFY THE CITY OF GALLUP OF ANY AMBIGUITY, INCONSISTENCY OR ERROR THEY MAY DISCOVER UPON EXAMINATION OF THE PROJECT DOCUMENTS OR THE SITE AND LOCAL CONDITIONS.

**GOVERNING LAW:** THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW MEXICO AS THEY PERTAIN TO CONTRACTS EXECUTED AND FULLY TO BE PERFORMED WITH NEW MEXICO, OR FEDERAL LAW WHERE APPLICABLE, BUT IN EITHER CASE EXCLUDING THAT BODY OF LAW RELATING TO CHOICE OF LAW.

**PROCUREMENT CODE VIOLATIONS:** THE PROCUREMENT CODE IMPOSES CIVIL AND CRIMINAL PENALTIES FOR ITS VIOLATION. IN ADDITION, THE NEW MEXICO CRIMINAL STATUTES IMPOSE FELONY PENALTIES FOR ILLEGAL BRIBES, GRATUITIES, AND KICK-BACKS.

**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 A.D.A. REQUIREMENTS.

THE CITY OF GALLUP RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS IN WHOLE OR IN PART, TO CANCEL THE BID, TO WAIVE TECHNICALITIES AND TO ACCEPT THE BID IT DEEMS TO BE IN THE BEST INTEREST OF THE CITY.



## NOTICE TO BIDDERS

AS OF OCTOBER 5, 2011 APPLICATIONS FOR RESIDENT NEW MEXICO IN-STATE CONTRACTORS WILL NO LONGER BE PROCESSED THROUGH THE STATE PURCHASING DIVISION. ALL RESIDENT BUSINESS AND CONTRACTORS WILL HAVE TO OBTAIN A NEW PREFERENCE NUMBER WITH THE NEW MEXICO DEPARTMENT OF TAXATION AND REVENUE AS OF JANUARY 1, 2012.

AS OF JULY 1, 2012 A NEW MEXICO RESIDENT VETERAN CONTRACTOR'S PREFERENCE NUMBER MAY BE OBTAINED FROM THE NEW MEXICO DEPARTMENT TAXATION AND REVENUE DEPARTMENT.

**IT WILL BE THE SOLE RESPONSIBILITY OF BIDDERS REQUESTING CONSIDERATION FOR THE NEW MEXICO RESIDENT CONTRACTORS PREFERENCE OR THE NEW MEXICO RESIDENT VETERAN CONTRACTOR'S PREFERENCE TO OBTAIN APPROVAL AND A CERTIFICATION FROM THE NEW MEXICO DEPARTMENT OF TAXATION & REVENUE PRIOR TO THE BID OPENING DATE. YOU MUST SUBMIT A COPY OF THE RESIDENT CONTRACTOR'S CERTIFICATE OR RESIDENT VETERAN CONTRACTOR'S CERTIFICATE WITH YOUR BID IN ORDER TO BE CONSIDERED FOR THE IN-STATE PREFERENCE AS PER SECTION 13-1-22, AND 13-4-2 NMSA 1978.**

FOR ADDITIONAL INFORMATION PLEASE CALL 505-827-0951, OR TO DOWNLOAD APPLICATIONS LOG ON AT: [WWW.TAX.NEWMEXICO.GOV](http://WWW.TAX.NEWMEXICO.GOV) , SELECT "BUSINESSES" AND CLICK ON "IN-STATE PREFERENCE CERTIFICATION" LOCATED UNDER "POPULAR INFORMATION" CAPTION.

## SUPPLEMENTAL TERMS AND CONDITIONS

FORMAL BID NO. 1702

**ELECTRONIC COMMUNICATIONS:** COMMUNICATIONS REGARDING THIS PROCUREMENT, INCLUDING ISSUANCE OF ANY AMENDMENTS, MAY BE CONDUCTED BY ELECTRONIC MEANS (E-MAIL OR FAX). HOWEVER, ELECTRONIC SUBMITTALS OF THE BID WHETHER FAX OR OTHER ELECTRONIC MEANS ARE **NOT** ACCEPTABLE AS NOTED IN THE GENERAL CONDITIONS.

**CONTRACT TERM:** THIS IS A MULTI-TERM SOLICITATION WHEREAS INITIAL TERM WILL BE FROM THE DATE OF EXECUTED CONTRACT THROUGH SEPTEMBER 30, 2017, AND MAY RENEW FOR THREE (3) ADDITIONAL ONE (1) YEAR PERIODS FROM THROUGH ~~SEPTEMBER 30, 2020~~ UNLESS SOONER TERMINATED IN ACCORDANCE WITH THE TERMS AND CONDITION OF THIS BID. IF THE LOWEST QUALIFIED BIDDER IS UNABLE TO FULFILL AN ORDER THE CITY RESERVES THEIR RIGHT TO CANCEL THE REQUEST AND ORDER FROM THE NEXT LOWEST BIDDER. DUE TO THE NATURE OF THE SERVICE, SERVICES WILL ONLY BE PROVIDED ON A SEASONAL BASIS (DURING CONTRACT PERIOD) THAT IS THE MOST EFFECTIVE IN THE CONTROL OF MOSQUITOS AND THE GROWTH OF WEEDS AND THEREFORE IS **NOT** AN ON-GOING SERVICE THROUGH-OUT THE CONTRACT YEAR.

**EXISTING CONTRACT:** UNDER THEIR TERMS AND CONDITIONS OF THIS BID ALL PUBLIC BODIES ALLOWED BY LAW MAY PROCURE THE SUPPLIES OR SERVICES UNDER THIS BID AS DESCRIBED HEREIN. THE TERMS AND CONDITIONS OF THIS BID SHALL FORM A PART OF EACH ORDER ISSUED HEREIN. EACH PUBLIC BODY SHALL BE RESPONSIBLE FOR THEIR OWN ORDERS AND THE CITY OF GALLUP ACCEPTS NO RESPONSIBILITY FOR OTHER ENTITIES.

**ACKNOWLEDGEMENT OF RECEIPT:** 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 **JANUARY 18, 2017**. ONLY POTENTIAL BIDDERS WILL RECEIVE COPIES OF ALL WRITTEN QUESTIONS AND THE CITY'S WRITTEN RESPONSES TO THOSE QUESTIONS AS WELL AS COPIES OF AMENDMENTS, IF ANY ARE ISSUED. NOT SUBMITTING THIS RECEIPT HOWEVER **DOES NOT** DISQUALIFY POTENTIAL BIDDERS FROM SUBMITTING A BID.

**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 CITY OF GALLUP AND SHALL NOT BE CONSIDERED FOR AWARD OF THE CONTRACT DURING THE PERIOD FOR WHICH IT IS DEBARRED OR SUSPENDED.

**ASSIGNMENT:** NEITHER THE ORDER, NOR ANY INTEREST THEREIN, NOR CLAIM THEREUNDER, SHALL BE ASSIGNED OR TRANSFERRED BY THE CONTRACTOR, EXCEPT AS EXPRESSLY AUTHORIZED IN WRITING BY THE CITY OF GALLUP PROCUREMENT ADMINISTRATOR. NO SUCH ASSIGNMENT OR TRANSFER SHALL RELIEVE THE CONTRACTOR FROM THE OBLIGATIONS AND LIABILITIES UNDER THIS ORDER.

CONTRACTOR AGREES THAT ANY AND ALL CLAIMS FOR OVERCHARGE RESULTING FROM ANTITRUST VIOLATIONS WHICH ARE BORNE BY THE CITY OF GALLUP AS TO GOODS, SERVICES, AND MATERIALS PURCHASED IN CONNECTION WITH THIS BID ARE HEREBY ASSIGNED TO THE CITY OF GALLUP.

**DISCOUNTS:** EXCEPT IN THE CASE OF TIE BIDS, PROMPT PAYMENT DISCOUNTS WILL NOT BE

CONSIDERED IN COMPUTING THE LOW BID. DISCOUNTS FOR PAYMENT WILL BE CONSIDERED AFTER THE AWARD OF THE CONTRACT. DISCOUNTED TIME WILL BE COMPUTED FROM THE DATE OF RECEIPT OF THE MERCHANDISE OR INVOICE, WHICHEVER IS LATER.

**APPLICABLE LAW:** THIS SOLICITATION AND CONTRACT SHALL BE GOVERNED BY THE ORDINANCES OF THE CITY OF GALLUP PROCUREMENT CODE AND THE LAWS OF THE STATE OF NM PROCUREMENT CODE.

**DEFAULT:** THE CITY OF GALLUP RESERVES THE RIGHT TO CANCEL ALL OR ANY PART OF THIS ORDER WITHOUT COST TO THE CITY OF GALLUP, IF THE CONTRACTOR FAILS TO MEET THE PROVISIONS OF THIS ORDER AND, EXCEPT AS OTHERWISE PROVIDED HEREIN, TO HOLD THE CONTRACTOR LIABLE FOR ANY EXCESS COSTS IF FAILURE TO PERFORM THE ORDER ARISES OUT OF CAUSES BEYOND THE CONTROL AND WITHOUT THE FAULT OR NEGLIGENCE OF THE CONTRACTOR, SUCH CAUSES INCLUDE BUT ARE NOT RESTRICTED TO ACTS OF GOD OR THE PUBLIC ENEMY, ACTS OF THE STATE OR FEDERAL GOVERNMENT, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, FREIGHT EMBARGOES, UNUSUALLY SEVERE WEATHER, AND DEFAULTS OF SUBCONTRACTORS DUE TO ANY OF THE ABOVE, UNLESS THE CITY OF GALLUP SHALL DETERMINE THAT THE SUPPLIES OR SERVICES TO BE FURNISHED BY THE SUBCONTRACTOR WERE OBTAINABLE FROM OTHER SOURCES IN SUFFICIENT TIME TO PERMIT THE CONTRACTOR TO MEET THE REQUIRED DELIVERY SCHEDULE. THE RIGHTS AND REMEDIES OF THE CITY OF GALLUP PROVIDED IN THIS PARAGRAPH SHALL NOT BE EXCLUSIVE AND ARE IN ADDITION TO ANY OTHER RIGHTS NOW BEING PROVIDED BY LAW OR UNDER THIS ORDER.

**NON-COLLUSION:** IN SIGNING THIS BID, THE CONTRACTOR CERTIFIES THAT HE/SHE HAS NOT, EITHER DIRECTLY OR INDIRECTLY, ENTERED INTO ANY ACTION IN CONSTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID SUBMITTED TO THE CITY OF GALLUP PROCUREMENT ADMINISTRATOR.

**NON-DISCRIMINATION:** CONTRACTORS DOING BUSINESS WITH CITY OF GALLUP MUST BE IN COMPLIANCE WITH THE FEDERAL CIVIL RIGHTS ACT OF 1964 AND TITLE VII OF THE ACT, (REV.,L979), AND THE AMERICANS DISABILITIES ACT OF 1990. (PUBLIC LAW 101-336).

**TERMINATION OF CONTRACT:** IN THE EVENT OF A BREACH ON ANY PROVISION OF THE CONTRACT, THE CITY OF GALLUP SHALL NOTIFY THE CONTRACTOR OF THE FAULT WITHIN A REASONABLE TIME. IF THE CONTRACTOR FAILS TO CURE THE BREACH OR MAKE OTHER ARRANGEMENTS SATISFACTORY TO THE CITY OF GALLUP, THE CITY OF GALLUP MAY IMMEDIATELY TERMINATE THE CONTRACT OR TAKE OTHER STEPS, AS IT DEEMS NECESSARY. SAFETY RELATED ITEMS MUST BE CORRECTED WITHIN TWENTY-FOUR (24) HOURS.

THE CONTRACTOR SHALL PAY THE CITY OF GALLUP ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED BY THE CITY OF GALLUP, IN EXERCISING ANY OF ITS RIGHTS OR REMEDIES IN CONNECTION WITH ENFORCEMENT OF THE CONTRACT.

THE CITY OF GALLUP MAY TERMINATE THIS CONTRACT FOR CONVENIENCE AT ANY TIME, WITHOUT PENALTY OF ANY KIND, BY GIVING NOTICE IN WRITING TO THE CONTRACTOR. SAID TERMINATION SHALL NOT NULLIFY ANY PAYMENTS DUE CONTRACTOR FOR COSTS AND WORK COMPLETED INCURRED THROUGH THE DATE OF TERMINATION.

**APPROPRIATIONS:**THE TERMS OF THIS CONTRACT ARE CONTINGENT UPON SUFFICIENT MONIES BEING MADE AVAILABLE BY THE CITY OF GALLUP FOR THE PERFORMANCE OF THIS CONTRACT. IF SUFFICIENT APPROPRIATIONS AND AUTHORIZATIONS ARE NOT MADE BY THE CITY OF GALLUP, THIS CONTRACT 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.

**BID DOCUMENTS:** BID DOCUMENTS MAY BE RETRIEVED BY ACCESSING PURCHASING PAGE OF THE CITY OF GALLUP WEBSITE, [WWW.GALLUPNM.GOV/PURCHASING/BIDS](http://WWW.GALLUPNM.GOV/PURCHASING/BIDS), OR BY CALLING (505) 863-1232 OR VISITING THE CENTRAL PURCHASING OFFICE AT 110 WEST AZTEC, GALLUP, NM 87301.

THE CITY OF GALLUP WILL NOTIFY BIDDERS OF RECORD OF AMENDMENTS/ADDENDA THAT ARE ISSUED. IF YOU ARE NOT A BIDDER OF RECORD FOR THE SOLICITATION, OR IF YOU HAVE DOWNLOADED A COPY OF A SOLICITATION FROM WEBSITE, IT SHALL BE BIDDER'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 YOUR BID AS NON-RESPONSIVE. IN THE CASE OF AN INCONSISTENCY BETWEEN INFORMATION ON THIS SITE AND THE PURCHASING FILE DOCUMENT, THE FILE DOCUMENT SHALL PREVAIL.

## **INSURANCE**

**INSURANCE:** THE CONTRACTOR OR HIS SUBCONTRACTORS SHALL NOT COMMENCE WORK UNDER THIS CONTRACT UNTIL HE OR HIS SUBCONTRACTORS HAVE OBTAINED INSURANCE REQUIRED UNDER THIS PARAGRAPH, AND IF ANY PORTION OF THE WORK IS SUBLET THE SUBCONTRACTOR SHALL CARRY SIMILAR COVERAGE FOR ALL ITS EMPLOYEES ENGAGED IN THE PROJECT. FOR PURPOSES OF THIS PARAGRAPH THE FOLLOWING INSURANCE REQUIREMENTS SHALL APPLY:

THE CONTRACTOR AND HIS SUBCONTRACTORS SHALL OBTAIN AND MAINTAIN IN EFFECT DURING THE LIFE OF THE CONTRACT COMPREHENSIVE GENERAL LIABILITY INSURANCE INCLUDING PREMISE/OPERATIONS; PRODUCTS/COMPLETED OPERATIONS; BROAD FORM CONTRACTUAL INDEPENDENT CONTRACTORS; BROAD FORM PROPERTY DAMAGE AND PERSONAL INJURY LIABILITIES:

- 1) \$1,000,000 (ONE MILLION DOLLARS) GENERAL LIABILITY INSURANCE WITH THE CITY NAMED AS AN ADDITIONAL INSURED WITH THE SAME COVERAGE AS THE CONTRACTOR.
- 2) \$100,000 (ONE HUNDRED THOUSAND DOLLARS) PROPERTY DAMAGE INSURANCE.
- 3) 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.
- 4) THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE CITY IF INSURANCE IS CANCELED OR NOT RENEWED.
- 5) WORKERS' COMPENSATION PER NEW MEXICO STATUTE (3 OR MORE EMPLOYEES)  
\$1,000,000 – BODILY INJURY: BY ACCIDENT – EACH ACCIDENT  
\$1,000,000 – BY DISEASE: POLICY LIMIT  
\$1,000,000 – BY DISEASE: EACH EMPLOYEE

THIS COVERAGE REQUIRED FOR NON-CONSTRUCTION CONTRACTOR WITH THREE (3) OR MORE EMPLOYEES.

EXCEPTION: NOT APPLICABLE TO OUT-OF-STATE COMPANIES UNLESS THEY ARE HIRING IN NM.

**WAIVER OF SUBROGATION:** THIS MUST BE STATED ON THE CERTIFICATE AS IT ELIMINATES THE RIGHT OF THE CONTRACTOR'S INSURANCE CARRIER FROM RECOVERING ANY DAMAGES FROM THE CITY THAT WERE PAID BY THE CARRIER UNDER THE CONTRACTOR'S GENERAL LIABILITY, COMMERCIAL UMBRELLA LIABILITY (EXCESS LIABILITY), AUTO, OR WORKER'S COMPENSATION COVERAGES AND EMPLOYERS LIABILITY INSURANCE MAINTAINED BY CONTRACT REQUIREMENTS.

ALL CERTIFICATES OF INSURANCE SHALL NAME THE CITY OF GALLUP AS OWNER AND ADDITIONAL INSURED, AND STATE THAT 30 DAYS WRITTEN NOTICE WILL BE GIVEN TO THE OWNER BEFORE THE POLICY IS CANCELLED OR CHANGED.

## **SCOPE OF WORK**

### **Formal Bid No. 1702**

**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 BIDS FROM QUALIFIED FIRMS/CONTRACTORS INTERESTED IN ENTERING A CONTRACT FOR VECTOR AND HERBICIDE CONTROL SERVICES AS DESCRIBED HEREIN.

THE SERVICES WILL COVER 200 MILES OF ROADS AND 20 MILES OF ALLEYWAYS.

#### **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. SERVICES WILL INCLUDE PRE-EMERGENT TREATMENT IN THE SPRING AND TREATMENTS AS NEEDED THROUGHOUT THE SUMMER AND FALL.
4. 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.
5. CONTROL MATERIALS, SCHEDULES, AND APPLICATION METHODS WILL BE PROPOSED BY THE CONTRACTOR AND APPROVED BY THE CITY BEFORE INITIAL APPLICATIONS.

**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 15<sup>TH</sup> OF EACH MONTH, DETAILING THE INFORMATION FOR THE PRIOR MONTH

**BIDDERS QUALIFICATION STATEMENT**  
**(ATTACH ADDITIONAL PAGES AS NECESSARY)**

SUBMITTED BY: \_\_\_\_\_  
(Print or Type Name of Bidder)

ADDRESS: \_\_\_\_\_

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter:

1. How many years has your organization been in business under its present name?  
\_\_\_\_\_
2. If a corporation, answer the following:
  - a. Date of Incorporation: \_\_\_\_\_
  - b. State of Incorporation: \_\_\_\_\_
3. If individual or partnership, answer the following:
  - a. Date of Organization: \_\_\_\_\_
4. If other than corporation or partnership, describe organization and name principals:
5. Has any contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason?
6. Has any officer or partner of your organization ever been an officer or partner of another organization that had any contract terminated by the owner; terminated work on a project prior to its completion for any reason?
7. List municipalities currently receiving vector and/or weed control services from your organization:
8. List name and experience of the principals in your organization, including officers:
9. What is the highest level of education within your organization? Do you have individuals or staff that is able to field verify the data and supports the information with research?



**BID PROPOSAL FORM  
FORMAL BID NO. 1702**

THE BIDDER AGREES TO PERFORM ALL THE WORK AS DESCRIBED IN THE GENERAL CONDITIONS AND SCOPER OF WORK, IF ANY, TO PROVIDE **VECTOR & WEED CONTROL SERVICES** FOR THE FOLLOWING LUMP SUM (PER CONTRACT SEASON):

**THIS IS A TOTAL ALL OR NONE AWARDED BID**

1. BASE BID (**EXCLUDING TAXES**):

\_\_\_\_\_ \$ \_\_\_\_\_  
(SHOW AMOUNTS IN FIGURES AND WORDS)

PLUS NEW MEXICO GROSS RECEIPTS TAX (@ 8.3125%)

\_\_\_\_\_ \$ \_\_\_\_\_  
(SHOW AMOUNTS IN FIGURES AND WORDS)

TOTAL (**INCLUDING TAXES**):

\_\_\_\_\_ \$ \_\_\_\_\_  
(SHOW AMOUNTS IN FIGURES AND WORDS)

IN THE CASE OF A DISCREPANCY, THE AMOUNTS SHOWN IN WORDS SHALL GOVERN.

SUBMITTED BY: Business Name \_\_\_\_\_

SIGNED By: \_\_\_\_\_  
Authorized Signature Name Printed or Typed

Title \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Address Phone & Fax Number

\_\_\_\_\_ Address City, State, Zip Email

\_\_\_\_\_ NMDA License No. Categories

**ADDENDA: BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENTS:**

Initials

AMENDMENT No. 1: \_\_\_\_ Date \_\_\_\_\_

AMENDMENT No. 2 : \_\_\_\_ Date \_\_\_\_\_

AMENDMENT No. 3 : \_\_\_\_ Date \_\_\_\_\_

AMENDMENT No. 4 : \_\_\_\_ Date \_\_\_\_\_

AMENDMENT No. 5 : \_\_\_\_ Date \_\_\_\_\_

AMENDMENT No. 6 : \_\_\_\_ Date \_\_\_\_\_

FAILURE TO ACKNOWLEDGE RECEIPT AS PROVIDED ABOVE MAY BE SUFFICIENT GROUNDS FOR DISQUALIFICATION OF THE BIDDER AND REJECTION OF HIS BID. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO BECOME FULLY ADVISED OF ALL ADDENDA PRIOR TO SUBMITTING A BID.

**Bidder's Checklist of Required Documents:**

- Bidder's Qualification Statement, Page 16
- Bid Proposal Form, Page 17
- Bidders must include a Copy of New Mexico Resident Contractors Certificate or New Mexico Resident Veteran Contractors Certificate (to qualify for application of State Preference to the bid)
- Acknowledge Receipts of Amendments (if any), Page 18 (this page)
- W9 (Completed and signed)

**EXCEPTIONS TO SPECIFICATIONS**  
FORMAL BID NO. 1702

IN THE INTEREST OF FAIRNESS AND SOUND BUSINESS PRACTICE, IT IS MANDATORY THAT YOU STATE ANY EXCEPTIONS TAKEN BY YOU TO OUR SPECIFICATIONS.

IF YOUR BID DOES NOT MEET ALL OF OUR SPECIFICATIONS, YOU MUST SO STATE ON THE SPACES PROVIDED BELOW. ATTACH ADDITIONAL PAGES AS NECESSARY.

IF YOUR BID DOES NOT MEET OUR SPECIFICATIONS, AND YOUR EXCEPTIONS ARE NOT LISTED ABOVE IN THE SPACES PROVIDED, THE CITY OF GALLUP MAY DISREGARD YOUR BID.

SIGNED: \_\_\_\_\_

I DO MEET SPECIFICATIONS

I DO NOT MEET SPECIFICATIONS AS LISTED IN THIS BID; EXCEPTIONS ARE NOTED ABOVE

(SIGN ONE OF THE ABOVE)

## DRAFT VECTOR & WEED CONTROL SERVICES CONTRACT

THIS CONTRACT made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the City of Gallup, New Mexico, hereinafter called "CITY" and \_\_\_\_\_, Inc. hereinafter called "CONTRACTOR".

### 1. PROJECT DESCRIPTION

Provide vector control services including the mapping, surveillance, and identification of species.

### 2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY'S **FORMAL BID NO. 1702** incorporated herein by reference and made a part of this contract.

The CONTRACTOR is authorized to extend the same terms and conditions of this contract 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 Contract are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Contract. If sufficient appropriations and authorizations are not made by the City Council, this Contract 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 Contract an amount \_\_\_\_\_ 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 Contract. 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 Contract shall become effective on May 1, 2017 (date of award) for a one year and, pending mutual written Contract, 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: \_\_\_\_\_ (and as agreed to under the terms of this Contract).

### 7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Contract 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 Contract. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Contract. In the event that the parties cannot reach Contract 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 Contract. 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 Contract, 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 Contract 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 Contract 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 Contract through no fault of the terminating party. This Contract 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 Contract, 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 Contract 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 Contract.

### 14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Contract. 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 Contract.

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 Contract: (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 Contract.

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 Contract, 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 Contract.

### 15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Contract 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 Contract and shall not assign any interest in this Contract or transfer any interest in same or assign any claims for money due or to become due under this Contract 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 Contract, 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 Contract. 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 Contract.

#### 19. APPLICABLE LAW

This Contract 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 Contracts 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 Contract.

#### 20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Contract, 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 Contract or as a result of breach of this Contract, 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 Contract, whether completed or in process.

#### 22. NOTIFICATION

All notices required or permitted under this Contract 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 CONTRACT

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



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

ATTEST:

CITY OF GALLUP, NEW MEXICO

\_\_\_\_\_  
Alfred Abeita, City Clerk

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Maryann Ustick, City Manager

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

CONTRACTOR:

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date