



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. 1804**

On-Call Plumbing Services

ISSUE DATE: June 23, 2018
BID OPENING DATE: July 10, 2018
BID OPENING TIME: 2:00 p.m. Local Time

Vendor Name:

Vendor Address:

Notes:

F.O.B. Point : Destination

Payment Terms: Net 30, unless otherwise stated

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

ACKNOWLEDGMENT OF RECEIPT OF BID

Formal Bid No. 1804

ON-CALL PLUMBING SERVICES

In acknowledgment of receipt of this BID the undersigned agrees that they have received a complete copy of this Bid consisting of **twenty-three (23)** 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 July 2, 2018. **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: frrodriguez@gallupnm.gov

Please return this form no later than July 2, 2018

**GENERAL CONDITIONS
FORMAL BID NO. 1804**

SEALED BIDS: All bids must be submitted in a sealed envelope and shall not be opened and considered if they are not received at the City of Gallup Purchasing Department, Municipal Building, 110 West Aztec, Gallup, New Mexico 87301 (mailing address: City of Gallup Purchasing Department; Municipal Building; P.O. Box 1270; Gallup, New Mexico 87305) prior to the time specified for the Bid Opening. All sealed bids must be submitted on the Bid Document Originals or 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 and Payment Terms; failure to do so may result in disqualification of their respective bid. NOTE: 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 City Hall
Purchasing Department
110 West Aztec
Gallup, NM 87301

Mailing Address

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

BID OPENING DATE AND TIME: Bids shall be received until **July 10, 2018** at 2:00 P.M. local time.

MAILING: Bidder to utilize the City's self-addressed label on their return mailing envelope or package. If sent by overnight method (Federal-Express, UPS Next Day Air etc.) 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 by the City.

Please return two sets of the Invitation to Bid packages to the Purchasing Department, the original and a photo copy.

SPECIFICATIONS: Specifications, as included in this Bid, are intended to indicate the requirements of the City of Gallup 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.

MINOR MODIFICATIONS, DEVIATIONS OR IRREGULARITIES: The City reserves the right to accept **minor** modifications to or deviations from any specification, except where otherwise noted, as long as the proposed material meets the intent of the specifications. The City will be the sole entity to determine the acceptance or non-acceptance of any such modifications or deviations.

Therefore, exceptions may be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The exceptions shall refer to the specification page and paragraph number. The Purchaser shall determine which (if any) exceptions are acceptable and this determination shall be final.

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 MATERIAL, EQUIPMENT, ETC.: All materials, supplies, equipment, and vehicles specified in this Bid shall be new, the latest in production unless otherwise stated.

WARRANTY: Offeror agrees that all Manufacturer's Warranties shall inure to the benefit of the City and all rights and remedies provided in such warranties shall extend to the City

The bidder agrees that the items of tangible personal property, services or construction furnished under any contract resulting from this bid shall be covered by the most favorable commercial warranties the bidder gives to any customer for such items. Further, the bidder agrees that the rights and remedies provided in such warranties extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The bidder agrees not to disclaim warranties of fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.

MODIFICATIONS: The City reserves the right to accept **minor** modifications to or deviations from any specification, except where otherwise noted, as long as the proposed material meets the intent of the specifications. The City will be the sole entity to determine the acceptance or non-acceptance of any modifications or deviations.

BRAND NAMES: Where a product or brand name is indicated in the specifications, it shall mean "minimum acceptable level or minimum quality required" by the City unless the specifications state that no substitutions or equivalents are allowed. If the Bidder is offering, as an equal or equivalent, an item other than the one specified then the manufacturer's name and model number of that item must be specified in the offer and sufficient specification and descriptive data and literature provided to permit a thorough evaluation. Failure to provide appropriate information may result in disqualification of the offer.

Bidders must state the brand name and model being bid and provide proof that the merchandise bid is **equal or equivalent** to the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, his bid shall be considered as offering a brand name product referenced in the Bid Schedule.

FORMS COMPLETION: Bidders to indicate compliance or exception to specifications. Exceptions to the specifications shall be listed and fully explained on a separate page entitled Aexceptions 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.

STANDARD OF QUALITY: The similarity to any brand name is for the purpose of describing a standard of quality, performance and characteristics desired and not intended to limit or restrict competition. Bidders must state the brand name and model being bid and provide proof that the merchandise bid is **equal or equivalent** to the specifications. The City shall be the sole entity to determine acceptance or non-acceptance of equivalents.

COMPETENCY OF BIDDER: Bids will be considered only from firms which are regularly engaged in providing the type of materials described in the bid and who can provide evidence that they have established a satisfactory record of performance to insure they can execute the requirements as stated herein. Any determination as to competency shall be made by appropriate City staff.

DELIVERY: Will be an important part in awarding the Bid. If a vendor breaches his 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 vendor any damages it suffers because of said breach. Time, if stated in number of days, will be consecutive calendar days.

NON-CONFORMING MATERIAL: If the City of Gallup issues a Purchase Order and upon receipt the material does not meet the Specifications, the City will return the material Freight Collect, and at its option cancel the order and recover from the vendor any damages suffered.

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 your quotation, notify the Purchasing Department immediately.

PAYMENT OR ACCEPTANCE NOT CONCLUSIVE: Vendor 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.

F.O.B. POINT: All material shall be quoted F.O.B. **DESTINATION**, Freight Prepaid and Allowed. Bidders are cautioned that quoting material other than F.O.B. Destination may result in a finding of their bids as Non-responsive. City of Gallup Ordinances and State Law do not allow the City to own tangible goods or for services prior to receiving if said good or prior to service being rendered. All price(s) bid shall be Freight Prepaid, freight included in prices. The City of Gallup will not pay separately stated freight charges.

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. Acceptance period may be extended with the mutual agreement of the City and the Bidder.

PERMITS AND LICENSES: Contractor shall be licensed for the work required, and shall obtain all necessary permits and additional licenses required, and pay any fees.

CANCELLATION: The City reserves the right to cancel any contract resulting from this request for convenience by giving written notice to the vendor. The City shall be liable to the vendor for any services provided or material ordered and accepted prior to termination.

If the vendor fails to fulfill any obligation resulting from this contract in a timely and responsive manner, or it the vendor 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 vendor and recover from the vendor any damages resulting from vendor's failure to perform.

LOCAL AND RESIDENT PREFERENCE: In accordance with City Ordinance, a local preference may be afforded a bidder who qualifies as a City of Gallup resident business as defined by the City of Gallup Procurement Ordinance. Preference factors can be accessed at:

<http://www.sterlingcodifiers.com/NM/Gallup/index.htm>

The State of New Mexico and the City of Gallup also grant a preference for qualified New Mexico Resident Businesses or Resident Veterans Businesses certified by the State of New Mexico Department of Taxation and Revenue, in accordance with Sections 13-1-21 to 13-1-22 NMSA 1978. **You must furnish a copy of your State of New Mexico Resident Business or Resident Veterans Business Certificate with your bid to be considered for the in-state preference.** For information on State of New Mexico resident business or Resident Veterans Business certification call 505-827-0951 or to download applications, go to:

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

The applicable City of Gallup Resident Business preference or State of New Mexico Resident Bidder's or Veteran's Preference will be factored into bid prices where applicable. However, preferences are not cumulative and a bidder will receive only one preference

AMENDMENTS: If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person for technical information, offerors 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. For a determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Office.

CONTACT INFORMATION: Questions or clarifications regarding any phase of this solicitation, including specifications, shall be directed to Frances Rodriguez, Purchasing Director P.O. Box 1270, Gallup, New Mexico 87305; Telephone: (505)863-1334; Fax: (505)722-5133; Email: frdriguez@gallupnm who shall be the sole point of contact for this bid. Questions after July 2, 2018 may not be addressed

PROTESTS: Any bidder or offeror who is aggrieved in connection with any phase of 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. The protest must include the grounds for the protest and any supporting documentation, and the relief requested.

TOTAL ALL OR NONE: Material and or Services on this Bid may 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.

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. 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.

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.

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

SUPPLEMENTAL TERMS AND CONDITIONS
FORMAL BID NO. 1804

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 by fax or other electronic means are not acceptable as noted in the General Conditions.

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. In the case of a discrepancy between the unit price and the extended price, the unit price will govern in determining the price used for evaluation.

TAXES: All bid prices shall be quoted EXCLUSIVE of taxes. Bidders shall not include any applicable gross receipts taxes in its offered price. The City will, under appropriate circumstances furnish a non-taxable transaction certificate. Determination of whether the tax is due and payment of the tax is the responsibility of the bidder. Applicable taxes are to be included in each invoice due and may not be billed more than (60) days after providing the services to which the taxes apply. The City is non-taxable on tangible goods.

CONTRACT TERM: This is an indefinite quantity contract of four years duration from date of acceptance through June 30, 2020 and may be renewed for one additional two year period through June 30, 2022 unless sooner terminated in accordance with the general conditions of this bid. If the lowest qualified bidder is unable to fulfill an order the City reserves the right to cancel the request and order from the next lowest bidder.

PRICING: Pricing which is offered pursuant to this solicitation will be firm-fixed for the first (1st) two year period term of the contract after which they may be adjusted in accordance with the terms of the Price Redetermination Clause. All bid prices shall be furnished exclusive of taxes.

QUANTITIES: This is an indefinite quantity contract from which the City may place orders on an as needed basis. Quantities listed are estimates of the City's needs on an annual basis. Actual usage may vary. The City does not guarantee the purchase of any specific minimum quantities, nor may any material be shipped or delivered without a valid purchase order number issued by the City. The City further reserves the right to:

- a. Not order some on the items on the Bid Schedule.
- b. Order more or less than the quantities listed.
- c. Add and/or delete items similar or related in nature. Additional items may be added by mutual agreement between Bidder and City. Pricing for the added items will be negotiated with the awarded Bidder.
- d. Surpass the terms of the bid if the contractor is unable to respond to an emergency situation; or if prices exceed those prices that can be obtained on the open market

EXISTING AGREEMENT: Under the 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 February 14, 2018. **Only potential bidders who elect to return this form completed with the indicated intention of submitting a bid**

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.

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

The City of Gallup will notify vendors of record of amendments/addenda that are issued. If not a vendor of record or if solicitation was downloaded through 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 your bid/proposal as non-responsive. In the case of an inconsistency between information on this site and the Purchasing file document, the file document shall prevail.

NOTICE TO BIDDERS

As of October 5, 2011 applications for Resident New Mexico in-state bidders 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.

It will be the sole responsibility of the Bidders requesting consideration for the New Mexico Resident Bidders Preference to obtain approval and a certification from the New Mexico Department of Taxation & Revenue prior to the bid opening date. You must furnish a copy of the Resident Bidders Certificate with your bid in order to be considered for the in-state preference.

As of July 1, 2012 a New Mexico Resident Veteran's Business preference number may be obtained from the New Mexico Department Taxation and Revenue Department. In order to be considered for the New Mexico Veteran's Contractor preference a copy of the Certificate must be included with your bid as per Sections 13-1-22 (A) NMSA 1978.

For additional information please call 505-827-0951, or to download or submit applications log on at:
<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

INSURANCE REQUIREMENTS

Formal Bid No. 1804

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:

COMPREHENSIVE GENERAL LIABILITY

BODILY INJURY:	\$1,000,000 EACH OCCURENCE
	\$1,000,000 ANNUAL AGGREGATE
PERSONAL INJURY	\$1,000,000 ANNUAL AGREGATE
PROPERTY DAMAGE	\$1,000,000 EACH OCCURENCE
	\$1,000,000 ANNUAL AGGREGATE

AUTOMOTIVE LIABILITY (OWNED, NON-OWNED HIRED)

BODILY INJURY	\$1,000,000 EACH PERSON
	\$1,000,000 EACH ACCIDENT
PROPERTY DAMAGE	\$1,000,000 EACH OCCURRENCE

PRODUCTS AND COMPLETED OPERATIONS

SAME LIMITS AS ABOVE

INDEPENDENT CONTRACTORS SAME LIMITS AS ABOVE

WORKMAN'S COMPENSATION STATUTORY

EMPLOYERS LIABILITY \$1,000,000

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.

PRICE RE-DETERMINATION TERMS
FORMAL BID NO. 1804

Price **RE-DETERMINATION** WILL be considered utilizing the following method:

- A. Offered prices must be firm for the first twenty-four (24) month period of the contract
- B. All invoices of the offered items, including from suppliers to the bidder, shall be subject to auditing by the City and furnished without delay upon request.
- D. The City reserves the right to purchase on the open market or cancel a contract resulting from this request and/or solicit a new contract if the escalated price is above the current open market price for the same item. Cancellation of the contract shall not affect any outstanding orders.
- E. All revisions of the price list shall become effective when they are accepted by the Purchasing Department of the City, provided that they do not conflict with paragraph (F) or (G).
- F. All approved price changes resulting from this escalation clause shall be firm for a period of twenty-four (24) months after acceptance in writing from the City.
- G. See Page 19-20 for the applicable Price Redetermination Clause

CITY OF GALLUP
FORMAL BID NO. 1804

ADDITIONAL TERMS AND CONDITIONS

1. GENERAL. When the City of Gallup Purchasing Department issues a purchase document in response to the Vendors bid, a binding contract is created.

2. FORM OF SUBMISSION. Bid Offers shall be made on Bid Offer Forms, or reasonable facsimilies, furnished by City of Gallup. Bidders are requested to provide one (1) original and one (1) copy of the Bid. The outside package should identify the Project Name, Bid Number, Bid Opening Date and Name of Bidder. Any costs associated with a bid submission shall be borne by the bidder. The City will not be liable for any costs incurred by the bidder in responding to this solicitation.

3. 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.

4. ASSIGNMENT.

A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as expressly authorized in writing by the City of Gallup Purchasing Director. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City of Gallup as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City of Gallup.

5. 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.

6. INSPECTION. Final inspection and acceptance will be made at the site. Goods rejected at the site for non-conformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.

7. INSPECTION OF PLANT. The City of Gallup Purchasing Director may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. LIABILITY. The Vendor agrees that City of Gallup shall not be held liable for any costs incurred in preparation of this bid.

9. The bid prices shall exclude all taxes. Wherever requested in bid response, Vendor shall submit taxes on total bid as a separate unit item. Bids shall be awarded on unit price without regard of tax.

10. 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 Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such 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 Vendor 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.

11. **NON-COLLUSION.** In, signing this bid, the Vendor certifies that he/she has not, either directly or indirectly, entered into any action in constraint of free competitive bidding in connection with this proposal submitted to the City of Gallup Procurement Administrator.

12. **NON-DISCRIMINATION.** Vendors 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.,1979), and the Americans Disabilities Act of 1990. (Public Law 101-336).

13. **METHOD OF AWARD.** A contract will be awarded to a single bidder based on pricing and compliance with the specifications and requirements on a total all or none basis). City of Gallup reserves the right to waive irregularities, reject offers in whole or in part, and award this Bid in the best interest of the City of Gallup.

14. **RIGHT TO DISCONTINUE PROCUREMENT.** The City of Gallup reserves the right to cancel this INVITATION TO BID at any time, and to reject any or all bids, or otherwise to proceed in the best interests of the City of Gallup. This in no manner obligates the City of Gallup or any of its agencies to the eventual purchase of any product or service, whether explicitly described or implied herein, until confirmed by a written contract and/or Purchase Order.

15. **F.O.B. POINT:** All material shall be quoted F.O.B. **DESTINATION**, Freight Prepaid. Bidders are cautioned that quoting material other than F.O.B. Destination may result in a finding of their bids as Non-responsive. City of Gallup Ordinances and State Law do not allow the City to own tangible goods or for services prior to receiving if said good or prior to service being rendered. All price(s) bid shall be Freight Prepaid, freight included in prices. The City of Gallup will not pay separately stated freight charges.

16. **LATE BIDS.** Any bid received after the specified time and date will be declared a "Late Bid" and will NOT be considered.

17. **SPECIAL INSTRUCTIONS.** A. To preclude possible errors and/or misinterpretations, bid prices must be affixed LEGIBLY in ink, or typewritten. Corrections or changes must be signed or initialed by bidder prior to scheduled bid opening. Failure to do so will be just cause for rejection of bid.

A. Bidders shall hold their bid pricing for **45** days after bid opening.

18. **EXISTING AGREEMENT.** Under the 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, but each public body shall be responsible for their own orders.

SPECIAL TERMS AND CONDITIONS:

1A. LAWS / CODES / STANDARDS / REGULATIONS:

Contractor will be responsible for complying with all applicable local, state and federal regulations regarding transportation of materials, as well as all fees, permits and/or authorization required for delivery. Contractor will provide all supervision of employees required and be responsible for maintenance, insurance, mileage, fuel,

permits, licenses, etc. required for the operation of the vehicles or equipment used for transportation. These requirements and all associated costs for providing the services shall be included in the bid price.

Equipment and services supplied under this solicitation shall meet and comply will all current applicable Federal, State, and local laws, codes, standards, and regulations, and applicable industry safety standards and requirements.

The Contractor shall be properly licensed and qualified to furnish services and to perform the required work under applicable licensing statutes of the State of New Mexico and other applicable regulatory agencies. Contractor shall comply with all applicable Federal, State and local government codes, laws, regulations, and requirements in the performance of the work described herein.

1B. INDEPENDENT CONTRACTOR.

The bidder awarded a agreement under this solicitation is an independent contractor and shall perform its obligations under this agreement, as it deems necessary and appropriate. The successful Contractor and its officers, directors, agents and employees, are independent contractors performing services for the City of Gallup and are not employees of the City of Gallup. The successful Contractor, and its officers, directors, agents, and employees, shall not accrue leave, retirement, insurance bonding, use of City of Gallup vehicles or any other benefits afforded to employees of the City of Gallup. The successful Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the required services.

1C. INDEMNITY.

The Contractor agrees, as material consideration for this Agreement, to defend, indemnify, and hold harmless the City of Gallup, its Elected Officials, Agents, and employees from and against any and all claims arising out of any asserted negligent act, error or omission of the Contractor, its officers, directors, employees or agents or arising in any way from this agreement or the Contractor's activities hereunder. The indemnity agreed to in this paragraph shall not extend to liabilities, claims, damages, losses or expenses, including attorney fees arising out of: The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the City of Gallup, or the agents or employees of the City of Gallup, or the giving of or the failure to give directions or instructions by the City of Gallup, or the agents or employees of the City of Gallup, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

1D. TERMINATION OF CONTRACT:

In the event of a breach on any provision of the Agreement, 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 Price Agreement 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 Agreement.

The City of Gallup may terminate this Agreement 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.

1E 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.

1F. GOVERNING LAW.

The contract awarded to a Contractor as a result of this solicitation shall be governed in accordance with the laws of the State of New Mexico and the City of Gallup Ordinances.

SCOPE OF WORK & SPECIFICATIONS
FORMAL BID NO. 1804

- I. MANDATORY REQUIREMENTS: Failure to comply with a mandatory requirement shall render your bid non-responsive.**
- A. All material or services quoted must meet or exceed City's specifications. Bidder's must possess any required licenses or certifications and shall be required to pay all fees for licensing, certification, or permit fees. Bidder must possess a MM98 Contractor's license from the State of New Mexico Construction Industries Division at the time bids are submitted.
 - B. **BIDDERS MINIMUM QUALIFICATIONS:** All Bidders shall be a firm regularly engaged in commercial business of providing the type of goods or services described in the bid documents, and have minimum of five (5) years previous experience in providing the goods or services required on this bid. Commercial Journeyman must have a minimum of two (2) years commercial plumbing experience. Apprentices must have a minimum of one (1) years of commercial plumbing experience. Proof of Contractor's or employees' licenses may be requested at any time at the City's discretion. Bidders shall provide with their bid: resumes and license numbers of all personnel available for this Contract.
 - C. Bidder shall own and have tools and equipment common to the trade to perform the described services, in particular, equipment to clear plumbing stoppages of all types (minimum size: 4" x 200' pipe, including residential/commercial/institutional); and possess or arrange to provide for heavy equipment (digging/ excavating, backhoe's, trenchers, lift's etc). **City of Gallup will not pay the contractor any fees for the use of contractor owned equipment to perform the scope of services.**
 - D. Bidder shall have the experience and knowledge of plumbing repairs and installations within government facilities such as administrative buildings, libraries, police administration building, fire stations, public works and utility workshop buildings, recreational facilities i.e. swimming pools and fitness centers. Bidders shall also provide with their bid a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of bid as non-responsive. Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

SCOPE OF WORK & SPECIFICATIONS (cont)
Formal Bid No. 1804

II. City of Gallup (City) is requesting bids from qualified Bidders to provide on-call plumbing services on an as-needed basis for City of Gallup facilities as deemed necessary by the Facilities Manager or the Purchasing Department.

1. The contractor must have a current State of New Mexico Mechanical Contractor's License - MM98.
2. All plumbing work performed by Contractor shall comply with the current Uniform Plumbing Code.
3. The contractor will have a minimum one-hour service charge for service calls.
4. Contractor shall take such precautions and set up any and all barricades necessary to prevent injury to the public at any and all worksites. Contractor shall contact City personnel prior to setting up any barricades that would prohibit or severely limit public access to City offices. All materials at the job site shall be cleaned up at the end of each day and left neatly.
5. The contractor must be available to perform requested work at all times of the day or night and may have to provide justification for using the number of workers assigned. All work will be under the supervision of a Journeyman plumber.
6. The contractor must remove and replace asphalt or concrete as required for the completion of the project.
7. The contractor will have a maximum 1-hour response time to emergency call outs.
8. The contractor must have a mobile telephone for emergency call outs.
9. Non-emergency Projects: Contractor shall provide the City a contact person's name and telephone number for normal working hours, 7:30 AM to 5:00 PM, Monday through Friday.

Answering machines are unacceptable as a point of contact. Contractor shall respond to and start all non-emergency calls within twenty-four (24) working hours of receipt of call. Contractor will provide a written estimate when required by the City within two (2) days of receiving the scope of work from the City. The Contractor shall complete each non-emergency job within the time specified in their project estimate.

10. Emergency Projects: For the purpose of this bid, an emergency is defined as any condition(s) which is a threat to health, welfare or the safety of people and/or property or a condition that will affect an essential service(s) as determined by the Facilities Manager or the Purchasing Department. Contractor shall respond to requests for emergency service calls within one (1) hour after notification. For emergency calls, outside normal working hours (weekend and/or holidays), the Contractor shall provide a contact person's name and telephone number, or have a voice mail paging or answering service. Contractors using a voice mail paging or answering service in lieu of a contact person shall be required to initiate a

call back to the City within fifteen (15) minutes. Response time to site of emergency shall be within one (1) hour of call back to the City.

11. Work may include, but is not limited to, drain clearing, renovations, repairing/replacing plumbing fixtures, broken water lines, sewer or water line replacement, line jetting, gas/electric water heaters, back-flow installations and inspections and commercial/industrial plumbing systems etc.
12. Replacement parts/equipment must be new and unused and perform at an equal level to the original parts/equipment.
13. The contractor may be required to provide an itemized estimate on major projects which the anticipated cost is expected to exceed **\$5000.00** dollars before proceeding with work. The time to investigate the problem and prepare the estimate will be paid for at normal rates.
NO WORK SHALL BEGIN WITHOUT A PURCHASE ORDER NUMBER OR PRIOR AUTHORIZATION OF THE FACILITIES MANAGER OR PURCHASING DEPARTMENT. The City is not liable for payment for work done without a purchase order.
14. All problems which arise from faulty workmanship or materials provided by the contractor must be corrected at no expense to the City.
15. Invoices must be itemized and list time and materials, and the hourly fees used must be the same as those submitted with this bid. Tax should be shown on a separate line item.
16. Markup over invoice fees shall be as follows: Material Markup=7%, Equipment Rental Markup=7%, Subcontracting Markup= 7%.
17. All work shall be performed according to the standards of the plumbing industry and to the complete satisfaction of the City. The Contractor shall be responsible for all permits and inspections for projects that have these requirements. All work shall conform to Uniform Building Codes and be inspected by City Facilities Manager.
18. Man hours paid under this Contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of contractor owned or rental equipment is not chargeable directly but is overhead and the cost shall be included in the hourly rate bid for basic labor or equipment.
19. If during the course of work, the contractor encounters unforeseen conditions which impact the work and which would not initially be evaluated, the contractor shall not proceed without authorization from the City's Facility Manager or Procurement Manager.
20. No mileage charges to be charged or thereof paid for on this contract. All work to be provided will be within Gallup city limits.

III. PRICE REDETERMINATION

- a. In the event the Contract agreement for On Call Plumbing Services is renewed, only the hourly rates may be adjusted in accordance with the Price Redetermination Clause. All Markup percentages and mileage allowance shall be firm for the duration of the agreement.
- b. The price redetermination documentation shall follow the price adjustment method identified in the Bid documents. Such price adjustment shall be by the percentage calculated below as documented and the Bid shall be modified accordingly, provided THAT:
 - i. The contract hourly labor rates only are subject to increase or decrease by an amount equal to the sum of the change as reflected by the Bureau of Labor Statistics (“BLS”), Producers Price Index, (PPI”) as follows:

Industry: Plumbing, heating, HVAC contractors, non-residential

PCU23822X23822X

Base Period: January 2018 is herein after the reference “base period.”

1. Price adjustment shall be based on the first published version of the Bureau of Labor Statistics, Producer Price Index. The BLS website address is: <http://www.bls.gov/data>.
2. Mechanics of the price adjustment – Divide the BLS annual price redetermination index (i.e. January 2020) by the base price index (January 2018) for the selected PPI Series ID. 0Multiply the resulting number by the original bid price to establish the new contract price.

The following shall be used only as an *example* to demonstrate the PPI calculation for the twelve (12) month period price adjustment

Index at time of calculation (January 2020) not actual	129.7
Divided by index at time base price was set (January 2018)	127.1
Equals	1.020
The contract price will increase by:	
1.020% as follows:	
Base price	\$100.00
Multiplied by	1.020
Equals adjusted contract price	\$102.00

3. If January PPI data are not available for any year, the PPI data for the most recent immediately preceding month shall be used as the basis for adjustment.
- c. The increased price shall not apply to orders received by the Offeror prior to the effective date of the increased price. Orders placed, via City Purchase Order, shall be considered to have been received by the Offeror after the third (3rd) calendar day following the date of signature by the Purchasing Officer or authorized representative;
 - d. Such requested price increase shall become effective only upon approval by the City's Purchasing Officer.

**CITY OF GALLUP
COST PROPOSAL
FORMAL BID NO. 1804**

This is an indefinite quantity contract and quantities listed are only estimate quantities for bidding purposes. Quantities may be increased or decreased as needed.

Item No.	Description	Quantity	Hourly Rate	Extended Amount
1.	Journeyman- Regulars Hours	250 Hrs		
2.	Apprentice- Regular Hours	200 Hrs		
3.	Laborer- Regulars Hours	200 Hrs		
4.	Journeyman- After Hours	15 Hrs		
5.	Apprentice- After Hours	15 Hrs		
6.	Laborer- After Hours	5 Hrs		
	TOTAL			

TAXES: All bid prices shall exclude taxes. The City will pay any applicable taxes due at the applicable tax rate based upon billing submitted by the Vendor. Taxes shall be shown as a separate line item on Vendor's invoices. The City is non-taxable on tangible goods.

Contractor Name: _____

Payment Terms: _____

Address: _____

F.O.B.: **DESTINATION**

Delivery ARO: _____

Telephone No.: _____

Fax No.: _____

Email Address: _____

By signing below vendor affirms compliance with the terms, conditions, specifications, & Scope of Work as indicated in the Bid documents.

Signed By: _____

Name Printed or Typed

Signature

Date

AMENDMENTS: BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMMENDMENTS:

AMENDMENT No. _____ Date _____ Initials: _____

AMENDMENT No. _____ Date _____ Initials: _____

AMENDMENT No. _____ Date _____ Initials: _____

Failure to acknowledge receipt as provided above may be sufficient grounds for disqualification of the bidder and rejection of his proposal. It shall be the contractor's responsibility to become fully advised of all addenda prior to submitting a bid.

Bidder's Checklist of Submittal Documents

- Bidders **MUST** include a Copy of their New Mexico Resident Business or New Mexico Resident Veteran's Business Certificate issued by the State Taxation and Revenue Dept. (if applicable), to qualify for application of the State Preference to the bid)
- Cost Proposal, Page 21
- Acknowledge Receipt of Amendments (if any), Page 22
- Exceptions to Specifications, Page 23
- A current IRS Form W-9

