



**CITY OF  
GALLUP**

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

**City of Gallup  
Purchasing Division**

**INVITATION TO BID  
FORMAL BID NO NO. 2024**

**BASE COURSE & AGGREGATE  
Multi-Term Contract**

**ISSUE DATE: June 6, 2020  
BID OPENING DATE: July 15, 2020  
BID OPENING TIME: 2:00 p.m. Local Time**

**Notes:**

**Vendor:**

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

**Address:**

**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. 2024**

Public notice is hereby given that the City of Gallup, New Mexico, desires to purchase the following:

**Base Course & Aggregate, Multi-Term Contract**

As more particularly set out in the Bid documents, copies of which may be obtained from the City of Gallup Purchasing Division, 110 W. Aztec Ave., Gallup, New Mexico 87301; or contact Frances Rodriguez, Purchasing Director at (505) 863-1334. Copies are available for viewing or can be downloaded from: [www.gallupnm.gov/bids](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 July 15, 2020 when bids will be opened and read aloud in the City Hall

Purchasing Conference Room. Envelopes are to be sealed and plainly marked with the Formal Bid Number. NO FAXED OR ELECTRONICALLY TRANSMITTED BIDS will be accepted, and proposals submitted after the specified date and time will not be considered and will be returned unopened.

*NOTE: As Covid-19 has begun affecting our community, we want to reassure you that your health and safety, and that of our employees is extremely important to us. The City of Gallup Purchasing Division will be taking every necessary precaution to keep us all safe while we continue to maintain the integrity of the Procurement process. Therefore, as outlined by State of New Mexico Department of Health, we will proceed using virtual meeting tools to accommodate social distancing requirements as ordered. Pre-Bid/Pre-Proposal Conferences, Bid Openings, and Pre-Construction Conferences will be held via conference/video calls or other virtual means until further notice. Details regarding virtual bid opening are provided within bid documents.*

Dated this 24th day of June 2020

By: /S/ Louie Bonaguidi, Mayor

Classified Legal Column:

Gallup Sun Publishing Date: Friday, June 26, 2020

## ACKNOWLEDGMENT OF RECEIPT OF BID

**Formal Bid No. 2024**

**BASE COURSE & AGGREGATE**

In acknowledgment of receipt of this BID the undersigned agrees that they have received a complete copy of this Bid consisting of **twenty-one (21)** 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 8, 2020. **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 July 8, 2020**  
**GENERAL CONDITIONS**

**FORMAL BID NO. 2024**

**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 fax, 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 Municipal Building  
Purchasing Department  
110 West Aztec  
Gallup, NM 87301

Mailing Address

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

**BID OPENING DATE AND TIME:** Bids shall be received until **July 15, 2020 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. **Submittal of bids electronically are NOT allowed; the City of Gallup is not set up to accept in this fashion. However, with the current Covid-19 situation, mailed bid proposals vs. hand delivered bid proposals are rather encouraged.**

**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 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.

**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/MATERIALS:** Unless otherwise stated, all goods or materials must be the new and latest in production.

**WARRANTY:** Offeror agrees that all Manufacturer Warranties shall insure to the benefit of the City and all rights and remedies provided in such warranties shall extend to the City.

**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:** Exceptions to the specifications 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.

**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.

**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 30 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.

**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 if 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; Phone: (505)863-1334; Fax: (888)920-0611; Email: [frodriguez@gallupnm.gov](mailto:frodriguez@gallupnm.gov) who shall be the sole point of contact for this bid. Questions submitted after **July 8, 2020** may not be addressed.

**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.

**TOTAL ALL OR NONE:** Material and Services on this Bid will be on a Total All or None basis where indicated. 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 TECHNICALITIES AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTEREST OF THE CITY.

### **SUPPLEMENTAL TERMS AND CONDITIONS** FORMAL BID NO. 2024

**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, email, 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. Discrepancies involving the incorrect extension of unit prices shall be resolved in favor of unit prices as unit prices cannot be corrected.

**TAXES:** All bid prices shall be quoted EXCLUSIVE of taxes.

**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 July 8, 2020. **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](http://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 on record, or if solicitation was downloaded through the City of Gallup website, it shall be the 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 City of Gallup website 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 applications log on at:  
<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

CITY OF GALLUP  
FORMAL BID NO. 2024

**ESCALATION CLAUSE**

Price escalations may be considered only under the following conditions:

A. . Offered prices must be firm for at least ninety (90) calendar days after written notification of contract.

B. All requests for price increases shall be in writing and accompanied by:

1.) A letter from the Contractor's supplier certifying the price increase to the Contractor;

or

2) Evidence of verifiable market conditions resulting in increased costs such as mandated labor rate increases and significant fuel or energy cost increases.

C. All invoices of the offered items, from suppliers to the Offeror, 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 solicit a new contract, if the escalated price is above the current open market price for the same material. 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 Office 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 ninety (90) calendar days after acceptance in writing from the City.

G. The Offeror shall be limited to a maximum of one (1) price escalations per contract period unless otherwise specified in this request.

H. The Offeror shall provide to the City written notice of any requested price changes, which shall become effective upon acceptance by the City of Gallup Purchasing Office.

I. If the Offeror receives any price de-escalations from the supplier of goods sold to the City through a contract resulting from this request, the Offeror is responsible for notifying the City of such de-escalations, and passing those price changes on to the City immediately.

**CITY OF GALLUP  
FORMAL BID NO. 2024**

The City of Gallup is soliciting bids to supply aggregate and base course for pick up and/or delivery. Aggregate and base course will be picked up by the City at the contractor's yard. F.O.B. point will be the contractor's yard where materials will be readily available and may be picked up by the City. Contractor's yard shall be located within a 10-mile radius of the City of Gallup.

**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 facsimiles, 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 Procurement Administrator. 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 Procurement Administrator 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. TAXES. 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. 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. 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 proposals.

17. **SPECIAL INSTRUCTIONS.** 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 schedule bid opening. Failure to do so will be just cause for rejection of bid.

A. Bidders shall hold their bid pricing for thirty (30) 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.

**CITY OF GALLUP  
FORMAL BID NO. 2024**

**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 an 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.

### **SPECIFICATIONS FORMAL BID NO. 2024**

#### **AGGREGATE MATERIALS**

##### **ITEM NO. 1**

Base Course Material: All provisions of New Mexico State Highway and Transportation Department (NMSHTD) Standards and Specifications for Highway and Bridge Construction (SSHBC) 2019 Edition shall apply.

[https://dot.state.nm.us/content/dam/nmdot/Plans\\_Specs\\_Estimates/2019\\_Specs.pdf](https://dot.state.nm.us/content/dam/nmdot/Plans_Specs_Estimates/2019_Specs.pdf)

Base course aggregate material shall conform to gradation I-B.

##### **ITEM NO. 2**

Clean Aggregate: Consisting of the designated sizes shall have passes through the sieve opening denoting the aggregate size, e.g., 1/2" aggregate shall have 100% of material passing the 1/2" sieve and less than 2% passing the next standard sieve which for 1/2" material is the 3/8" sieve. In addition, the aggregate shall have been washed. Either gravel or crushed material is acceptable.

**CITY OF GALLUP  
Cost Proposal  
Formal Bid No. 2024**

Item No.	Description	Unit	Quantity	Unit Price	Amount
1.	Base Course Material, SSHBC Section 304, Gradation I-B	Tons	2,000	\$ _____	\$ _____
2.	Clean Aggregate				
	Size: 1/2"		50	\$ _____	\$ _____

Item No.	Description	Unit	Quantity	Unit Price	Amount
	Size: 2''		50	\$ _____	\$ _____
	Size: 6''		50	\$ _____	\$ _____
	<b>TOTAL Items 1 – 3</b>			\$ _____	\$ _____

**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.

**ECONOMY OF SERVICE:** The City of Gallup reserves the right to reject bids from any bidder whose aggregate pick-up yard for the materials exceeds the City limits by more than a 10 mile radius.

Check One: Pick up yard is located within the City of Gallup City Limits \_\_\_Yes \_\_\_No **OR:**

Pick up yard is located within 10 miles of the City of Gallup City Limits \_\_\_\_YES \_\_\_\_NO

Contractor Name: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Delivery ARO: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signed By: \_\_\_\_\_

Date: \_\_\_\_\_

Name Printed or Typed

\_\_\_\_\_

Signature

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

AMENDMENT No. \_\_\_\_\_ Date \_\_\_\_\_ Initials: \_\_\_\_\_

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(s) 18
- Acknowledge Receipt of Amendments (if any), Page 19
- Exceptions to Specifications, Page 21
- A current IRS Form W-9

**EXCEPTIONS TO SPECIFICATIONS**

**CITY OF GALLUP  
FORMAL BID NO. 2024**

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.

