



**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. 1316**

VEHICLE TOWING SERVICES, MULTI-TERM CONTRACT

ISSUE DATE: December 31, 2013
BID OPENING DATE: January 21, 2014
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**

ACKNOWLEDGMENT OF RECEIPT OF BID

Formal Bid No. 1316

VEHICLE TOWING SERVICES, MULTI-TERM CONTRACT

In acknowledgment of receipt of this BID the undersigned agrees that they have received a complete copy of this Bid consisting of twenty-four (24) 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 14, 2014. **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
Ronald M. Caviggia
P.O. Box 1270
Gallup, New Mexico 87305
(505) 863-1235
(505) 722-5133 Fax
Email: rcaviggia@gallupnm.gov

Please return this form no later than January 14, 2014

**GENERAL CONDITIONS
FORMAL BID NO. 1316**

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 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 January 21, 2014 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.

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.

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

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.

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 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: www.tax.newmexico.gov , select "Forms and Publications" and click on "Recently Updated".

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 in writing to: Ronald Caviggia, Purchasing Agent, P.O. Box 1270, Gallup, New Mexico 87305; Telephone: (505)863-1235; Facsimile: (505)722-5133; Email: rcaviggia@gallupnm.gov , who shall be the sole point of contact for this bid. Questions submitted less than 7 days prior to bid opening, or after January 13, 2014 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, state the grounds for the protest, and the relief requested.

AWARD OF CONTRACT - MULTIPLE AWARDS: The City reserves the right to make multiple awards as a result of this price agreement if doing so may be advantageous to the City. If a qualified bidder is unable to fulfill an order the City reserves the right to surpass the terms of this bid and order from the best obtainable source.

AWARD: The award, if made, shall be made to the lowest responsible Bidder(s) 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 GENERAL TERMS AND CONDITIONS
FORMAL BID NO. 1316

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. 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.

CONTRACT TERM: This is an indefinite quantity contract from date of acceptance through June 30, 2014, and shall automatically renew for four (4) additional one (1) year periods through June 30, 2018 unless sooner terminated in accordance with the terms and conditions of this bid.

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.

Should a bidder be unable to respond to a call for service in a timely manner the City may surpass the terms of this bid and obtain the required services from the best available source.

ESCALATION CLAUSE: An Escalation Clause is used as part of the Bid Proposal in accordance with the terms of the Escalation Clause on **Page 9** of this bid.

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 January 14, 2014. **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/purchasing, 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 our website it shall be your responsibility to check our 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 applications log on at: WWW.TAX.NEWMEXICO.GOV , select "Forms and Publications" and click on "Recently updated".

CITY OF GALLUP
FORMAL BID NO. 1316

ESCALATION CLAUSE

Successful Bidder(s) may be allowed to adjust the pricing in their bid as per the terms of this 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 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 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 escalation(s) 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. 1316

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 or designee. 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. 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 may be awarded to a multiple bidders based on pricing and compliance with the specifications and requirements in the bid. 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 with 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 incurred and/or work completed 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.

Resident Veterans Preference Certification

Formal Bid No. 1316

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

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22, NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

Date

*Must be an authorized signatory for the Business

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

CITY OF GALLUP
SCOPE OF WORK
FORMAL BID NO. 1316

I. DESCRIPTION OF SERVICES

- A. The City of Gallup (City) is soliciting a Price Agreement for Vehicle Towing Services for vehicle and equipment owned or operated by the City of Gallup.
 - 1. The City may request towing of vehicles which may be deemed evidence by the City of Gallup Police Department. Vehicle to be determined of evidential value will be placed in safe keeping.
- B. All towing shall be conducted in accordance with the New Mexico Administrative Code (NMAC) 18.3.12
- C. Towing services will be required primarily within the Corporate City Limits and McKinley County.

II. INSTRUCTIONS TO BIDDERS

A. SERVICE HOURS AND CHARGES

- 1. The City will require twenty-four (24) hours, seven (7) days per week towing service.
- 2. Bidders shall quote their per mile towing charge and hook - up fee for each vehicle classification.
- 3. For the purposes of this solicitation, 8:00 a.m. to 5:00 p.m. Monday thru Friday shall be considered "normal working hours" during which "regular" towing charges shall apply. Towing services performed outside this time period, or on weekends or holidays, shall be eligible for "after hours" rates.
- 4. Bidders shall list their firm's yearly "holidays" on page 23.
- 5. In establishing a "regular" or "after hours" fee for towing, the "starting time" will indicate the fee.
 - a. For example, if the towing firm is called at 4:30 p.m. and delivers the vehicle at 6:00 p.m., the regular fee shall be in effect for the entire operation.
- 6. Bidders shall state their normal working hours; and any additional charges for calls made after normal working hours and on weekends and holidays.

B. TOWING VEHICLES AND EQUIPMENT

1. All bidders equipment shall be maintained in a safe, legal condition for the duration of the Agreement
2. Repeated problem with equipment operation or condition may be cause to terminate contract.

C. DELIVERY OF TOWED VEHICLES

1. All vehicles towed under this contract shall be delivered to the City of Gallup Vehicle Service Center, 1940 Warehouse Lane, Gallup, New Mexico 87301; unless otherwise directed by the City of Gallup Fleet Manager.
2. All Vehicles towed should be towed to the tow company yard inside storage for vehicles that will be processed for evidence, or towed to the Police Department.
3. Normal Vehicle Shop hours are 8:00 a.m. to 4:30., Monday thru Friday.

D. AFTER HOURS CALLS

1. Bidders shall state how they handle after hours calls (i.e., answering service, beeper, 24 hour dispatch, etc.) on page 23 of the bid.

E. SPECIALIZED EQUIPMENT

1. The City reserves the right to call specialized recovery equipment on a nearest available basis if a situation occurs requiring specialized equipment which the awarded Bidder(s) are incapable of providing.
 - a. As an example, although not required successful bidder(s) should have at least one (1) Class D wrecker with a MINIMUM WHEEL BASE of 340 inches. This is needed to safely handle refuse trucks that have a GVWR of 66,000 Lbs. and a Wheelbase of 210 inches.

F. MULTIPLE REMOVALS

- A. In the event multiple removals are required and the awarded proposer lacks the capacity to handle all of the calls, the City reserves the right to call additional wrecker operators as needed.

G. DAMAGE RESPONSIBILITY

- A. Bidder will be held liable for costs to repair damage to City vehicles and property caused by him, his employees and/or equipment. See Insurance requirements on page 18.

H. SUPERVISION AND SAFETY

- A. The Contractor shall be responsible for the supervision and direction of the work performed by his employees.
- B. The Contractor shall be responsible for instructing employees in all tow vehicle operation and safety measures.

- C. All equipment used shall be maintained in safe operating condition at all time, free from defect or wear which may be any way constitute a hazard to any City vehicle or any person or person on City property.
- D. All electrical equipment will be properly grounded.
- E. All employees will wear proper personal protective equipment while working on a City vehicle or on City premises.

I. RECORDS AND REPORTS

- A. Contractor shall keep a complete record of calls, including the exact time the tow vehicles was activated, the time of arrival at the scene, the exact location of the disabled vehicle, the time of arrival at the City's yard, the beginning and ending odometer reading of the tow vehicle and total miles traveled.
- B. Contractor shall grant appropriate City personnel access to all records regarding this agreement, upon request.

J. INVOICES

- A. All invoices shall include at minimum, unit number, type of tow, City vehicle services authorization number, type of tow equipment used; the beginning and ending odometer reading of the tow vehicle, total miles traveled, date of tow and any extra charges (i.e., winch-out or pulling drive shaft).

K. CONTACT INFORMATION

City Fleet/Vehicle Shop Manager:

James Saucedo
1910 Warehouse Lane
(505) 863-1246 Office
(505) 870-0133 Cell

Certificates, Renewals, and all Correspondence shall be sent to:

City of Gallup
Ronald Caviggia, Purchasing Director
P.O. Box 1270
Gallup, New Mexico 87305-1270
(505) 863-1235

III. INSURANCE

- A. Contractor shall obtain and maintain throughout the life of this contract the insurance, at contractor's expense. Contractor shall name the City as additional insured (Certificate Holder) on the Commercial and Automotive Liability coverages, and include an endorsement by the insurer that the policy may not be cancelled nor allowed to lapse without ten (10) days notice thereof first given to the City.
- B. Worker's Compensation: The Contractor shall maintain adequate Workman's Compensation Insurance with agencies licensed to do business in the State of New Mexico, for all employees, as per statute.
- C. Other required coverage: The Contractor shall maintain Public Liability and Property Damage Insurance and shall protect him and the City for all claims for damages, personal injury, wrongful death as well as claims for property damages which may arise from work covered under this contract, as such work to be preformed by anyone directly or indirectly employed by the Contractor.
- D. Coverage Required: The Kinds and amounts of insurance required are as follows:
1. Commercial General Liability Insurance with combined limits of liability for bodily or property damage as follows:
\$1,000,000 Per Occurrence
\$1,000,000 Policy Aggregate
\$1,000,000 Products Liability/Completed Operations
\$1,000,000 Personal and Advertising Injury
\$ 50,000 Fire Legal
\$ 5,000 Medical Payments
- Said Policy of Insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of this Contract. (Agreement).
2. Automobile Liability Insurance: A comprehensive liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and any and all other equipment owned and non-owned, both on and off the work.
 3. Worker's Compensation Insurance: Worker's Compensation Insurance Policy for the Contractor's employees, in accordance with the provisions of the Worker's Compensation Act of the State of New Mexico (the "Act").
- E. Increased Limits: During the life of the Contract (Agreement) the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

IV. SPECIFICATIONS

The following are considered minimum specifications for the bid. Bidders to indicate compliance or non-compliance with each section by checking the appropriate box. Exceptions to specifications should be clearly noted on page 25 of the bid documents.

A. TOWING WEIGHT CLASSIFICATIONS **Comply** **Does Not Comply** **with this section**

1. Successful Bidder shall provide services by use of vehicle and equipment in accordance with NMAC 18.3.12.9 through 18.3.12.13,
2. Bidders must be capable of providing towing service for the following vehicle classifications:
 - i. Class A – up to 8,000 lbs
 - ii. Class B – 8001 lbs to 12,000 lbs
 - iii. Class C – 12,0001 lbs to 25,000 lbs
 - iv. Class D – 25,001 & up
3. Cars and Light Trucks. This shall cover the removal of any automobile or light truck up to 8,000 lbs registered G.V.W.
4. Medium Duty Trucks. This shall cover the removal of any medium duty truck with a registered G.V.W. of 8,001 to 25,000 lbs.
5. Heavy Duty Trucks and Heavy Equipment. This shall cover the removal of any heavy duty truck or heavy equipment with a registered G.V.W. of 25,001 lbs or more.

B. WINCH-OUT RATES **Comply** **Does Not Comply** **with this section**

1. Bidders shall state their hourly rate for winch-out jobs for each of the vehicle classifications.
2. Bidders will be entitled to receive payment for winch-out jobs in addition to the fee(s) charged for the towing call.

C. PULLING DRIVE SHAFTS **Comply** **Does Not Comply** **with this section**

1. Bidders shall state either their flat rate **OR** hourly labor rate for pulling drive shafts in each of the vehicle classifications.
2. Bidders will be entitled to receive payment for pulling drive shafts in addition to the fee(s) charged for the towing call.
3. Bidder will be held liable for the cost to repairs to a vehicle with an automatic transmission that is towed without pulling the drive shaft.

D. RESPONSE TIME **Comply** **Does Not Comply** **with this section**

1. Bidders shall be capable of responding to a call service within 45 minutes to any location within the Corporate City Limits.
 - a. Response time shall be measured from the time of receipt of the call from the City to the dispatch of the wrecker.
 - b. Should the Contractor be unable to meet this specified time frame, it shall be the Contractor's responsibility to inform the City of this at the time of the initial call.
2. The City reserves that right to call another towing firm if service is not provided within this time frame.

E. NO TOW SITUATIONS Comply Does Not Comply with this section

1. When a tow truck is called and responds to the scene, but for any reason is not required to tow, the operator will be entitled to ½ the normal mileage charge for that call; and this charge will be designated on the invoice.

F. DRIVER REQUIREMENTS Comply Does Not Comply with this section

1. All drivers towing City vehicles/equipment **shall** have a valid Commercial Driver License (CDL) in their possession as required by statute.

G. REPAIRS PROHIBITED Comply Does Not Comply with this section

1. At no time shall the Contractor or his employees attempt to perform repairs on City vehicles or equipment
2. Vehicles may be started with booster battery and cables if required.

H. EXEMPTIONS Comply Does Not Comply with this section

1. In the event of accident or other circumstances beyond the City's control, emergency personnel at the scene will not be bound by this agreement.
2. Such official personnel may utilize procedures as necessary and appropriate to ensure the safety and welfare of the general public.

I. VERIFYING CALLS Comply Does Not Comply with this section

1. If the Contractor receives a call to service a City vehicle from another source, it shall be the Contract's responsibility to verify with City Fleet Manager before proceeding to the scene.

**COST PROPOSAL
FORMAL BID NO. 1316**

Item No.	Description	Quantity	Unit of Measure	Unit Price	Extended Amount
1.	<u>CARS AND LIGHT TRUCKS</u> (SINGLE REAR WHEELS)				
a.	Per Mile	200	Miles	_____	_____
b.	Hook-Up Fee per Vehicle	15	Each	_____	_____
c.	Winch-Out Hourly Labor Charge	5	Each	_____	_____
2.	<u>MEDIUM DUTY TRUCKS</u> (SINGLE REAR WHEELS)			_____	_____
a.	Per Mile	400	Miles	_____	_____
b.	Hook-Up Fee	25	Each	_____	_____
c.	Winch-out Hourly Labor Charge	10	Each	_____	_____
d.	Pulling Drive shaft	5	Each		
.	Hourly Labor Charge OR	15	Hours	_____	_____
	Flat Rate Charge			_____	_____
3.	<u>HEAVY DUTY TRUCKS & HEAVY EQUIPMENT</u>				
a.	Per Mile	100	Miles	_____	_____
b.	Hook-Up Fee per Vehicle	10	Each	_____	_____
c.	Winch-Out Hourly Labor charge	5	Each	_____	_____
d.	Pulling Drive Shaft				
	Hourly Labor Charge OR	10	Hours	_____	_____
	Flat Rate Charge			_____	_____
4.	<u>AFTER HOURS:</u>				
a.	Per Mile	50	Miles	_____	_____
b.	Hook-Up Fee per Vehicle	10	Each	_____	_____
c.	Winch-Out Labor Charge	5	Each	_____	_____

Item No.	Description	Quantity	Unit of Measure	Unit Price	Extended Amount
d.	Pulling Drive Shaft				
	Hourly Labor Charge OR	5	Hours	_____	_____
	Flat Rate Charge			_____	_____
5.	<u>WEEKENDS:</u>				
a.	Per Mile	25	Miles	_____	_____
b.	Hook-Up Fee per Vehicle	5	Each	_____	_____
c.	Winch-Out Hourly Labor Charge	5	Each	_____	_____
d.	Pulling Drive Shaft				
	Hourly Labor Charge OR	5	Hours	_____	_____
	Flat Rate Charge			_____	_____
6.	<u>HOLIDAYS:</u>				
a.	Per Mile	25	Miles	_____	_____
b.	Hook-Up Fee per Vehicle	5	Each	_____	_____
c.	Winch-Out Hourly Labor Charge	5	Each	_____	_____
d.	Pulling Drive Shaft				
	Hourly Labor Charge OR	5	Hours	_____	_____
	Flat Rate Charge			_____	_____
	TOTAL ITEMS 1 - 6				\$ _____

Holidays: _____

Method for Handling AFTER HOURS
 Calls: _____

Although not required, does your firm have at least one (1) Class D wrecker with a MINIMUM WHEEL BASE of 340 inches. This is needed to safely handle refuse trucks that have a GVWR of 66,000 Lbs. and a Wheelbase of 210 inches?

* Quantities, where listed, are intended to indicate estimated average ANNUAL usage. They do not constitute an order and actual usage may increase or decrease. The City does not guarantee the purchase of any specific minimum quantities, and reserves the right to order some, all or none of the items on the bid. Items may be deleted from the bid, or items similar or related in nature may be added to the bid.

Contractor Name: _____

Payment Terms: _____

Address: _____

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

Delivery ARO: _____

Telephone No.: _____

Fax No.: _____

Email Address: _____

Signed By: _____

Name Printed or Typed

Authorized Signature

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

- Resident Veterans Certification form (if Applicable), **Page 14**
- 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)
- Specification Compliance, **pages 19-20**
- Cost Proposal, **Pages 21-23**
- Acknowledge Receipt of Amendments (if any) , **Page 23**
- Exceptions to Specifications, **Page 24**
- A current IRS Form W-9
- A Certificate of Insurance will be required in the amounts listed on **page 18**, Section III prior to commencing services under this bid, and shall remain in force throughout the life of this contract. The City of Gallup shall be named as an additional insured on the Certificate.

