



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. 1406

Pest Control Services for

City of Gallup Facilities, Re-Bid

ISSUE DATE: Tuesday, April 8, 2014

BID OPENING DATE: Thursday, May 1, 2014

BID OPENING TIME: 2:00 p.m. Local Time

NOTES:

F.O.B. Point: Destination

Payment Terms: Net 30, unless otherwise stated

Quantities may be increased or decreased

Within reasonable amounts

ADVERTISEMENT FOR BIDS

CITY OF GALLUP, NEW MEXICO

FORMAL BID NO. 1406

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

Pest Control Services for
City of Gallup Facilities, Re-Bid

As more particularly set out in the bid documents, copies of which may be obtained from the City of Gallup Purchasing Department, 110 W. Aztec Ave., Gallup, New Mexico 87301. Contact Ronald Caviggia, Purchasing Agent at 505-863-1235 or email rcaviggia@gallupnm.gov **Copies of the Bid may also be accessed at 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 Thursday, May 1, 2014** when they will be opened and read aloud in the City Hall Purchasing Conference Room. Envelopes are to be sealed and plainly marked Formal Bid Number 1406. **NO FAXED OR ELECTRONICALLY TRANSMITTED BIDS** or bids submitted after the specified date and time will be considered, and will be returned unopened.

Dated the 8th Day of April, 2014

By: /S/ Jackie McKinney, Mayor

**ACKNOWLEDGMENT OF RECEIPT OF PROPOSAL
FORMAL BID 1406**

In acknowledgment of receipt of this request for Proposal the undersigned agrees that they have received a complete copy of this proposal consisting of 30 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 **Tuesday, April 15, 2014**. **Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the City's written responses to those questions as well as RFP amendments, if any are issued.**

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

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE : _____

SIGNATURE: _____

DATE: _____

EMAIL: _____

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

Return Page 3 to: City of Gallup Purchasing Department

Ronald M. Caviggia

P.O. Box 1270

Gallup, New Mexico 87305

(505) 863-1235

(505) 722-5133 Fax

rcaviggia@gallupnm.gov

Please return this form by Tuesday, April 15, 2014

GENERAL CONDITIONS

FORMAL BID NO. 1406

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

PHYSICAL ADDRESS

CITY OF GALLUP MUNICIPAL BUILDING
PURCHASING DEPARTMENT
110 WEST AZTEC
GALLUP, NM 87301

MAILING ADDRESS

CITY OF GALLUP MUNICIPAL BUILDING
PURCHASING DEPARTMENT
P.O. BOX 1270
GALLUP, NM 87305

BIDS WILL BE ACCEPTED UNTIL 2:00 P.M. LOCAL TIME ON **THURSDAY, MAY 1, 2014** AT THE CITY OF GALLUP PURCHASING OFFICE; 110 WEST AZTEC (87301); P.O. BOX 1270; GALLUP, NEW MEXICO 87305.

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

SPECIFICATIONS: SPECIFICATIONS, AS INCLUDED IN THIS BID AND THE PLANS, 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. ALL MATERIALS USED AND INCORPORATED INTO THIS PROJECT SHALL BE NEW UNLESS OTHERWISE AGREED UPON.

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

EQUIVALENTS: EQUALS OR EQUIVALENTS TO THESE SPECIFICATIONS WILL BE CONSIDERED PROVIDED BIDDER FURNISHES SUFFICIENT PROOF THAT THEIR OFFER MEETS OR EXCEEDS THE INTENT OF THESE SPECIFICATIONS, UNLESS THE SPECIFICATIONS STATE THAT NO SUBSTITUTIONS OR EQUIVALENTS ARE ALLOWED. FAILURE TO SUBMIT SUFFICIENT DATA/LITERATURE TO ALLOW A THOROUGH EVALUATION OF YOUR BID MAY BE CAUSE FOR REJECTION OF YOUR BID. THEREFORE, INCLUDE COPIES OF ALL PERTINENT DATA, SPECIFICATIONS, OR DESCRIPTIVE LITERATURE.

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

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

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

MODIFICATIONS: THE CITY RESERVES THE RIGHT TO WAIVE **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 PLANS AND/OR 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 THAN 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/HER BID THAT HE/SHE IS OFFERING AN "EQUAL PRODUCT, HIS/HER BID SHALL BE CONSIDERED AS OFFERING A BRAND NAME PRODUCT REFERENCED IN THE BID SCHEDULE.

FORMS OF COMPLETION: BIDDERS TO INDICATE COMPLIANCE OR EXCEPTION TO SPECIFICATIONS. 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 WHO CAN PROVIDE EVIDENCE THAT THEY HAVE ESTABLISHED A SATISFACTORY RECORD OF PERFORMANCE AND INTEGRITY TO INSURE THEY CAN EXECUTE THE REQUIREMENTS AS STATED HEREIN. THE CITY MAY MAKE SUCH INVESTIGATION IT DEEMS NECESSARY TO DETERMINE THE ABILITY OF THE BIDDER TO PERFORM THE WORK. ANY DETERMINATION AS TO COMPETENCY SHALL BE MADE BY APPROPRIATE CITY STAFF.

DELIVERY: WILL BE AN IMPORTANT PART IN AWARDING THE BID. IF A VENDOR BREACHES HIS/HER CONTRACT BY FAILING TO DELIVER ACCORDING TO THE TIME SPECIFIED IN THE BID, THE CITY OF GALLUP RESERVES THE RIGHT TO CANCEL THE CONTRACT AND TO RECOVER FROM THE 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.

SUBMITTALS: EACH BIDDER WILL FURNISH, WHEN REQUESTED, PRINTED LITERATURE AND MANUFACTURERS SPECIFICATION SHEETS THAT FULLY DESCRIBE THE MATERIAL THEY PROPOSE TO FURNISH THE CITY. THE ACCEPTANCE OR REJECTION OF EQUALS OR EQUIVALENTS SHALL BE DETERMINED SOLELY BY THE CITY OF GALLUP OR THEIR REPRESENTATIVE.

ANY PROPOSAL WHICH IS INCOMPLETE, IRREGULAR, OR ACCOMPANIED BY AN INSUFFICIENT OR BOND MAY BE REJECTED. THE CITY OF GALLUP ALSO RESERVES THE RIGHT TO REJECT THE PROPOSAL OF A BIDDER WHO HAS PREVIOUSLY FAILED TO PERFORM PROPERLY, INCLUDING INFERIOR MATERIALS, WORKMANSHIP, OR ATTEMPTS TO USE SUBSTANDARD EQUIPMENT, EXCESSIVE INSPECTION CAUSED TO THE PROJECT TO INSURE GOOD WORKMANSHIP, OR POOR CONSTRUCTION METHODS, OR FAILURE TO COMPLETE ON TIME A CONTRACT OF SIMILAR NATURE, OR THE PROPOSAL OF A BIDDER WHO IS NOT IN A POSITION TO PERFORM THE WORK GOVERNED BY THE CONTRACT.

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

F.O.B. POINT: ALL MATERIAL AND WORK 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 GOODS OR PRIOR TO SERVICES 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 MAYBE EXTENDED WITH THE MUTUAL AGREEMENT OF THE CITY AND THE BIDDER.

PERMITS AND LICENSES: CONTRACTOR SHALL BE LICENSED IN NEW MEXICO FOR THE WORK REQUIRED, AND SHALL OBTAIN ALL NECESSARY PERMITS AND ADDITIONAL LICENSES REQUIRED, AND PAY ANY FEES. BIDDERS ARE NOTIFIED THAT A CITY OF GALLUP BUSINESS LICENSE IS REQUIRED. ALL OTHER PERMITS OR LICENSES REQUIRED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

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 THE 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](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 BUSINESS 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 MORE INFORMATION ON THE 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](http://www.tax.newmexico.gov) SELECT "FORMS AND PUBLICATIONS" AND CLICK ON "RECENTLY UPDATED".

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

ADDENDA/AMENDMENTS: IF ANY QUESTIONS OR RESPONSES REQUIRE REVISION TO THE SOLICITATION AS ORIGINALLY PUBLISHED, SUCH REVISIONS WILL BE BY FORMAL AMENDMENT ONLY TO KNOWN PLANHOLDERS OF RECORD. IF THE SOLICITATION INCLUDES A CONTACT PERSON FOR TECHNICAL INFORMATION, BIDDERS ARE CAUTIONED THAT ANY ORAL OR WRITTEN REPRESENTATIONS MADE BY THIS OR ANY PERSON THAT APPEAR TO CHANGE MATERIALLY ANY PORTION OF THE SOLICITATION SHALL NOT BE RELIED UPON UNLESS SUBSEQUENTLY RATIFIED BY A WRITTEN AMENDMENT TO THIS SOLICITATION ISSUED BY THE PURCHASING OFFICE OR DESIGNEE. FOR A DETERMINATION AS TO WHETHER ANY REPRESENTATION MADE REQUIRES THAT AN AMENDMENT BE ISSUED, CONTACT THE PURCHASING OFFICE.

CONTACT INFORMATION: QUESTIONS OR CLARIFICATIONS REGARDING ANY PHASE OF THIS SOLICITATION, INCLUDING SPECIFICATIONS OR GENERAL CONDITIONS, CONTACT JOANN M. SCHMALTZ, FACILITY MANAGER, P.O. BOX 1270; GALLUP, NM 87305; 505-726-2616 OR 505-726-7516 (FAX); JSCHMALTZ@GALLUPNM.GOV (EMAIL). QUESTIONS SUBMITTED LESS THAN TEN DAYS PRIOR TO BID OPENING, OR AFTER MONDAY, APRIL 21, 2014, 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. STATE THE GROUNDS FOR THE PROTEST, AND THE RELIEF REQUESTED.

TOTAL ALL OR NONE: SERVICES ON THIS BID WILL BE AWARDED ON A TOTAL ALL OR NONE BASIS. IF NO RESPONSIVE ALL OR NONE OFFERES 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. EXCEPT THAT IF SUFFICIENT FUNDS ARE AVAILABLE TO FUND OPTION/ADDITIVE ALTERNATE BIDS, THE OWNER MAY AWARD THE CONTRACT TO THE RESPONSIBLE BIDDER SUBMITTING THE LOW COMBINED BID WITHIN THE FUNDS AVAILABLE (BASE BID PLUS OR MINUS OPTION/ADDITIVE ALTERNATES). **BIDDER MUST SUBMIT BIDS FOR ALL ITEMS - BASE BID PLUS ALL OR THEIR BID WILL BE FOUND NON RESPONSIVE.**

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

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

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

VISIT SITE OF WORK: ALL BIDDERS ARE ENCOURAGED TO VISIT THE SITE OF THE WORK AND TO FAMILIARIZE THEMSELVES WITH THE DIFFICULTIES INVOLVED. FAILURE TO DO SO IS ENTIRELY AT THE RISK OF THE CONTRACTOR AND WILL NOT BE RECOGNIZED AS A BASIS OR CLAIM FOR EXTRA COMPENSATION.

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

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

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

NON-DISCRIMINATION: THE CITY OF GALLUP DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE OR DISABILITY IN THE EMPLOYMENT OR THE PROVISION OF SERVICES. CONTRACTORS SHALL BE IN COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES REGARDING EMPLOYMENT PRACTICES AND A.D.A. REQUIREMENTS.

BID SECURITY: SHALL BE SUBMITTED WITH THE BID AND MADE PAYABLE TO THE OWNER IN THE AMOUNT OF FIVE PERCENT (5%) OF THE BID SUM. SECURITY SHALL BE BY CASH, CERTIFIED OR CASHIERS CHECK, OR A BID BOND PREPARED ON A FORM ACCEPTABLE TO THE OWNER, ISSUED BY A SURETY LICENSED TO DO BUSINESS IN THE STATE WHERE THE PROJECT IS LOCATED. THE OWNER WILL RETAIN THESE SECURITIES UNTIL A CONTRACT HAS BEEN ENTERED INTO.

SHOULD THE LOW BIDDER REFUSE TO ENTER INTO A CONTRACT, THE OWNER WILL RETAIN HIS/HER SECURITY AS LIQUIDATED DAMAGES, NOT AS A PENALTY. IF THE LOWEST BIDDER FAILS TO ENTER INTO A CONTRACT, THEN THE NEXT LOWEST BIDDER WILL BE CONSIDERED AS THE LOWEST BIDDER.

PERFORMANCE AND PAYMENT BOND: THE SUCCESSFUL BIDDER SHALL EXECUTE A PERFORMANCE BOND AND PAYMENT BOND, EACH IN THE SUM OF 100% OF THE TOTAL BID PRICE WITH A CORPORATE SURETY AUTHORIZED TO DO BUSINESS IN THE STATE OF NEW MEXICO AND SAID SURETY TO BE APPROVED IN FEDERAL CIRCULAR 570 AS PUBLISHED BY THE U.S. TREASURY DEPARTMENT WITHIN **FIFTEEN (15)** DAYS OF RECEIPT OF NOTICE OF AWARD.

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

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

INSURANCE

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

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

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.

SUPPLEMENTAL TERMS AND CONDITIONS
FORMAL BID NO. 1406

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

UNIT PRICES: TYPOGRAPHICAL ERRORS, ERRORS IN EXTENDING UNIT PRICES, ARITHMETIC ERRORS OR ERRORS CLEARLY EVIDENT ON THEFACE OF THEBID 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: THE PROPOSAL TOTAL SHALL EXCLUDE ALL APPLICABLE TAXES. THE CITY WILL PAY ANY TAXES DUE ON THE CONTRACT BASED UPON BILLING SUBMITTED BY THE CONTRACTOR, AT THE APPLICABLE TAX RATE. TAXES SHALL BE SHOWN AS A SEPARATE AMOUNT ON ANY BILLING OR REQUEST FOR PAYMENT.

CONTRACT TERM: THIS IS AN INDEFINITE QUANTITY CONTRACT OF ONE (1) YEARS DURATION FROM THE DATE OF ACCEPTANCE THROUGH JUNE 30, 2015, AND SHALL AUTOMATICALLY RENEW FOR THREE (3) ADDITIONAL ONE (1) YEAR PERIODS THROUGH JUNE 30, 2018 UNLESS SOONER TERMINATED IN ACCORDANCE WITH THE TERMS AND CONDITION OFTHIS BID. IF THE LOWEST QUALIFIED BIDDER IS UNABLE TO FULFILL AN ORDER THE CITY RESERVES THER IGH T TO CANCEL THE REQUEST AND ORDER FROM THE NEXT LOWEST BIDDER.

QUANTITIES: QUANTITIES LISTED ARE ESTIMATES OF THECITY'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.

ESCALATION CLAUSE: AN ESCALATION CLAUSE IS USED AS PART OF THE BID PROPOSAL IN ACCORDANCE WI THE TERMS OF THE ESCALATION CLAUSE ON PAGE 16 OF THIS BID.

EXISTING AGREEMENT: UNDER THER 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 APRIL 15, 2014. ONLY POTENTIAL BIDDERS WILL RECEIVE COPIES OF ALL WRITTEN QUESTIONS AND THE CITY'S WRITTEN RESPONSES TO THOSE QUESTIONS AS WELL AS COPIES OF AMENDMENTS, IF ANY ARE ISSUED.

BID DOCUMENTS: BID DOCUMENTS MAY BE RETRIEVED BY ACCESSING 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/ADDENDAS 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 ADDENDAS/AMENDMENTS OR CORRESPONDENCE CONCERNING THE SOLICITATION. FAILURE TO ACKNOWLEDGE ALL ADDENDAS 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 1406**

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 escalations per contract period unless otherwise specified in this request.
- H. The Offeror shall provide 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 de0escalations,a and passing those price changes on to the City immediately.

CITY OF GALLUP
FORMAL BID 1406

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 downloaded from the City of Gallup website. www.gallupnm.gov. 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. 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 on a total all or none basis. If no responsive all or none bids are received the City may award in whatever it deems to be its best interest. 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 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.

ID. 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.

IE. 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.

IF. 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.

**CITY OF GALLUP
SCOPE OF WORK
FORMAL BID 1406**

I. INTRODUCTION

A. The City of Gallup (City) is soliciting services for Pest Control at the various City facilities as described herein.

II. SERVICE

A. The Contractor shall provide Pest Control services at the location described herein, or otherwise as requested. Pest Control services to include insect, spider and rodent control inside the buildings only.

1. Insect control is defined as those measures necessary to control crawling and flying insect populations, including spiders.

2. Rodent control is defined as those measures necessary to control mice, rats and/or other mammalian species.

B. The Contractor to furnish all materials, labor and equipment for service.

C. Method of Application:

1. Interior spray of insects will be odorless and applies on all baseboards, around cabinets, in cracks and crevices, and wherever else insects may nest or inhabit. Dusting chemical may be applied in areas that are hard to reach or could be refuge for insects.

2. Bait stations will be placed or applied for the control of rodents where deemed necessary or evidence indicates the need for control measures.

D. A signed service order must be left at each facility stating time of arrival, service, any warnings or further recommendations, etc.

1. The Contractor will keep a record of chemicals and bait stations used within each building and will furnish the City a copy of these records with invoicing.

E. Additional related services not covered herein may be negotiated, and buildings or parts of buildings may be added or deleted to or from this Agreement.

F. If at any time between regular scheduled visits callback services are necessary, the Contractor shall make repeat calls within twenty-four hours (24 hrs.) of the request at no charge to the City.

III. SAFETY

A. No chemical or product shall be used in any manner inconsistent with its labeling.

- B. MSDS sheets shall be supplied to the using department for all chemicals applied.
- C. All products utilized shall be properly registered and labeled for the control of the pests which they are being applied.

IV. RESPONSIBILITIES

- A. The Contractor is fully responsible for complying with all applicable Federal, State and Local laws and regulations as they relate to this service.
- B. Contractor shall possess all required licenses and certifications, and ensure all applicators are properly licensed. Licenses shall be furnished upon request of the City.
- C. All personnel utilized by the Contractor in the performance of this agreement shall be properly trained, licensed and fully comply with any regulatory requirements.
- D. The Contractor shall be responsible for the safe use and application of the chemicals and materials used in the operation of this control program, and shall take all necessary precautions to prevent injury to the public the buildings.

V. LOCATIONS

- A. The building locations are described on the Bid Proposal Form. Bidders not familiar with the locations or to schedule a site visit, please contact Joann Schmaltz, Facility Manager: Telephone: (505) 726-2616. Responding to this bid designates the contractor is either familiar with the buildings listed, or has physically inspected the buildings.
- B. The City reserves the right to add or delete locations as needed.
 - 1. The Contractor is to provide price for new locations to Joann Schmaltz, Facility Manager. Service for new location shall not begin until confirmed in writing from the Purchasing Department.

C. Accessibility to Buildings:

- 1. Unless otherwise specified, service will be rendered between the hours of 7:00 A.M. and 5:00P.M. Monday through Friday, unless other arrangements have been made with Contractor and Executive Director.
- 2. Contractor shall schedule timing of regular visits with the individual departments.
- 3. Special conditions may require the application of services when the building is vacated or outside of normal business hours. There will be no additional charge for this service.

VI. INSURANCE

- A. Contractors are required to submit insurance prior to commencing services under this bid, including Commercial Liability, Automotive and property damage liability insurance, and Workmen's Compensation Insurance if required by law.

B. Contractor agrees to indemnify and hold harmless the City of Gallup, its elected officials and employees against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or property damage caused by or resulting from Contractor's and/or its employees own negligent acts or omissions while Contractor and/or its employees perform or fail to perform its obligation and duties under the term of this agreement. award

VII. PAYMENT

A. Payment will be made on a monthly basis within thirty (30) working days after receipt of itemized invoices from the Contractor.

B. New Mexico Gross Receipts Tax (NMGRT) shall be listed on the invoice as a separate line item.

The City shall be responsible for NMGRT, but will not be a factor in award.

VIII. CONTRACT PERIOD

Term of this agreement shall be from Date of Award through June 30, 2015. This contract shall **AUTOMATICALLY RENEW** annually through **June 30, 2018** at the same terms and conditions. The City may cancel this contract as otherwise provided in the Terms & Conditions of the bid.

IX. CORRESPONDENCE

All correspondence shall be addressed to the Purchasing

Department: Mailing Address:
City of Gallup
Purchasing
Department P.O. Box
1270
Gallup, New Mexico 87305 -1270

Physical Address:
Purchasing Department
110 West Aztec
Gallup, New Mexico 87301

Telephone Number: (505) 863-1232

Facsimile Number: (505) 722- 5133

**Resident Veterans Preference Certification
Formal Bid No.1406**

(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 denial of the procurement involved if the statements are proven to be incorrect.

**COST PROPOSAL
FORMAL BID 1406**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1.	Municipal Building (City Hall) 110 West Aztec	Qtrly	4	\$ _____	\$ _____
2.	Gallup Joint Utilities (Including north basement) 230 S. Second Street	Qtrly	4	\$ _____	\$ _____
3.	Red Rock Park Museum 5757 Red Rock Park Drive	Month	12	\$ _____	\$ _____
4.	Red Rock Park Convention Center (2conference rooms, dining room & kitchen) 5757 Red Rock Park Drive	Month	12	\$ _____	\$ _____
5.	Red Rock Park Concession Stand 5757 Red Rock Park Drive	Month	12	\$ _____	\$ _____
6.	Red Rock Park Trading Post and Apartment 5757 Red Rock Park Drive	Qtrly	4	\$ _____	\$ _____
7.	Red Rock Hospitality Room 5757 Red Rock Park Drive	Qtrly	4	\$ _____	\$ _____
8.	Red Rock Camp Ground (6) Restrooms 5757 Red Rock Park Drive	Qtrly	4	\$ _____	\$ _____
9.	Red Rock Park Arena Restrooms 5757 Red Rock Park Drive	Qtrly	4	\$ _____	\$ _____
10.	Rex Museum 301 West Historic Highway 66 (main floor)	Qtrly	4	\$ _____	\$ _____
11.	Children's Library 200 W. Aztec Ave.	Month	12	\$ _____	\$ _____
12.	Octavia Fellin Public Library 115 West Hill Street	Month	12	\$ _____	\$ _____
13.	Police Law Enforcement Building (Includes main building and training facilities) 451 State Road 564 (Boardman Drive)	Bi- Mthly	24	\$ _____	\$ _____
14.	Municipal Court 451 State Road 564	Bi- Mthly	24	\$ _____	\$ _____
	Gallup Fire Departments				
15.	Fire Station No. 1 (South Side Main) 1800 South Second Street	Month	12	\$ _____	\$ _____

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
16.	Fire Station No. 2 (North Side) 911 West Lincoln Ave.	Month	12	\$ _____	\$ _____
17.	Fire Station No. 3 (East Side) 3700 Church Rock Street	Month	12	\$ _____	\$ _____
18.	Fire Station No. 4 (West Side) 707 Rico Street	Month	12	\$ _____	\$ _____
19.	Fire Station Admin. Prevention Building 204 W. Maloney	Month	4	\$ _____	\$ _____
20.	Medical Clinic 610 North Fifth Street	Qtrly	4	\$ _____	\$ _____
21.	Fire Station Admin. Prevention Building 204 W. Maloney	Month	12	\$ _____	\$ _____
22.	Electric Department 1898 W. Warehouse Lane	Month	12	\$ _____	\$ _____
23.	Municipal Warehouse 1900 W. Warehouse Lane	Month	12	\$ _____	\$ _____
24.	Solid Waste Department 1820 W. Warehouse Lane	Month	12	\$ _____	\$ _____
25.	Street Department 1830 W. Warehouse Line	Month	12	\$ _____	\$ _____
26.	Larry Bryan Mitchell Recreation Center 700 JM Montoya Blvd.	Month	12	\$ _____	\$ _____
27.	North Side Senior Center 607 S. Fourth Street	Month	12	\$ _____	\$ _____
28.	Boys & Girls Club (includes gym) 416 W. Princeton Street	Qtrly	4	\$ _____	\$ _____
29.	Medical Clinic 610 North Fifth Street	Month	12	\$ _____	\$ _____
30.	Sports Complex Ball Parks Concession 925 Park Avenue	Month	12	\$ _____	\$ _____
31.	Father Dunstan Park Concession 925 South Fourth Street	Month	12	\$ _____	\$ _____
32.	Veteran's Memorial Park Concession, Ford Canyon (Includes Pee Wee Reese- Mickey Mantle (upper); Girls (middle); Stafie Memorial Little League (lower)	Month	12	\$ _____	\$ _____

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
33.	Indian Hills Concession 3706 Church Rock Street	Month	12	\$ _____	\$ _____
34.	Washington Park Football Concession 631 N. Sixth Street	Month	12	\$ _____	\$ _____
35.	T-Ball Park Concession 830A W. Wilson Ave.	Month	12	\$ _____	\$ _____
36.	Soccer Complex Concession 3030 W. Sanostee	Month	12	\$ _____	\$ _____
37.	Ford Canyon Senior Center 908 Buena Vista	Month	12	\$ _____	\$ _____
38.	Fox Run Municipal Golf Course (Includes Maintenance Bldg., & Pro Shop) 1900 Susan Drive	Qtrly	4	\$ _____	\$ _____
39..	The Fitness Center 700 Old Zuni Road	Month	12	\$ _____	\$ _____
40.	Aquatic Center 500 Boardman Drive	Month	12	\$ _____	\$ _____
41.	El Morro Theatre 207 W. Coal Ave.	Month	12	\$ _____	\$ _____
42.	Water Department and Welding Shop 1920 W. Warehouse Lane	Month	12	\$ _____	\$ _____
43.	Vehicle Service Center 1940 W. Warehouse Lane	Qtrly	4	\$ _____	\$ _____
44.	Solid Waste Department 1920 W. Warehouse Lane	Month	12	\$ _____	\$ _____
45.	Construction Department 1802 W. Warehouse Lane	Month	12	\$ _____	\$ _____

NOTE: Fire Stations 5 and 6 will be as needed

TOTAL ALL OR NONE ITEMS 1-45 \$ _____

NOTE: BID PRICES SHALL NOT INCLUDE NEW MEXICO GROSS RECEIPT TAX (NMGR)

Contractor Name: _____

Payment Terms: _____

Address: _____

F.O.B.: DESTINATION

Delivery ARO: _____

Signed By: _____
Name Printed or Typed

Telephone No.: _____

Fax No.: _____

Email Address: _____

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 of REQUIRED Documents

- Resident Veterans Certification form (if Applicable), Page 23
- 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, Pages 24-27
- Acknowledge Receipt of Amendments (if any) , Page 27
- Exceptions to Specifications, Page 28
- A current IRS Form W-9
- Proof of Insurance required prior to commencing services under this bid

CONTRACT

THIS AGREEMENT, made this day of _____, 20__, by and between _____, hereinafter called the "OWNER" and _____, hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payment and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

hereinafter called the project, for the sum of:

Dollars (\$_____) and all extra work in connection therewith, under the terms as stated in the Special and General Conditions of the bid and this Contract; and at his (it's or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Special and General Conditions of the Contract, the plans, specifications and contract documents here fore as prepared by _____ and the City of Gallup, all of which are made a part hereof and collectively constitute the Contract.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "*Notice to Proceed*" of the OWNER and to fully complete the project within _____ () consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of _____

Dollars (\$_____) for each consecutive calendar day thereafter as hereinafter provided in the Special and General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(SEAL)

ATTEST: _____

OWNER

BY:

SIGNATURE

NAME TYPED OR PRINTED

TITLE

(CORPORATE SEAL)

CONTRACTOR

BY:

SIGNATURE

NAME TYPED OR PRINTED

TITLE