



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

CITY OF GALLUP

INVITATION TO BID FORMAL BID NO NO. 1516

PROPERTY ABATEMENT SERVICES

For Clean & Lien Program
(Multi-Term Contract)

ISSUE DATE: October 19, 2015
BID OPENING DATE: November 3, 2015
BID OPENING TIME: 2:00 p.m. Local Time

Vendor Name:

Vendor Address:

Notes:

F.O.B. Point: Destination

Payment Terms: Net 30, unless otherwise stated

Quantities may be increased or decreased within
reasonable amounts

ADVERTISEMENT FOR BIDS

CITY OF GALLUP, NEW MEXICO
FORMAL BID NO. 1516

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

**Property Abatement Services
(Multi-Term Contract)**

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

Sealed bids for such will be received at the Office of the Purchasing Department until **2:00 P.M. (LOCAL TIME) on Tuesday, November 3, 2015** 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 1516. NO FAXED OR ELECTRONICALLY TRANSMITTED BIDS nor bids submitted after the specified date and time will be considered, and will be returned unopened.

For information on this bid, contact Frances Rodriguez, Purchasing Director, at 505-863-1334; Email: frrodriguez@gallupnm.gov.

Dated the 15th day of October, 2015

By: /S/ Jackie McKinney, Mayor

*CLASSIFIED LEGAL COLUMN:
Gallup Independent Publishing Date: Saturday, October 19, 2015*

ACKNOWLEDGMENT OF RECEIPT OF BID

Formal Bid No. 1516

PROPERTY ABATEMENT SERVICES

In acknowledgment of receipt of this BID the undersigned agrees that they have received a complete copy of this Bid consisting of twenty-seven (27) 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 October 26, 2015. **Only potential bidders who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all bidder written questions and the City's written responses to those questions as well as Bid Amendments, if any are issued.**

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

FIRM: _____

REPRESENTED BY: _____

TITLE: _____

PHONE
NO.: _____

FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE
: _____

SIGNATURE: _____

DATE: _____

EMAIL: _____

The above name and address will be used for all correspondence related to the Formal Bid.

Return this form by fax or email to:

City of Gallup Purchasing Department
Frances Rodriguez
P.O. Box 1270
Gallup, New Mexico 87305
(505) 863-1235
(505) 722-5133 Fax
Email: fr Rodriguez@gallupnm.gov

Please return this form no later than October 26, 2015

**GENERAL CONDITIONS
FORMAL BID NO. 1516**

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 for 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
Purchasing Department
110 West Aztec
Gallup, NM 87301

Mailing Address

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

BID OPENING DATE AND TIME: Bids shall be received until **November 3, 2015** 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/SCOPE OF WORK: Specifications or Scope of Work, 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/services 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 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.

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: If applicable, 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 "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 if applicable. The City shall be the sole entity to determine acceptance or non-acceptance of equivalents.

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

DELIVERY: Will be an important part in awarding the Bid. If a vendor breaches his contract by failing to deliver according to the time specified in the bid, the City of Gallup reserves the right to cancel the contract and to recover from the vendor any damages it suffers because of said breach. Time to complete jobs shall be taken into consideration when renewing contract.

NON-CONFORMING MATERIAL OR SERVICES: 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. If services are not completed to expectations, payment will be held until all services complete.

BILLING: All goods or services must be billed to the City of Gallup and at prices not exceeding those stated on the Purchase Order. If prices or terms do not agree with your quotation, notify the Purchasing Department immediately.

PAYMENT OR ACCEPTANCE NOT CONCLUSIVE: Vendor will supply the City with invoice for payment. No payment made under this contract shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the Bidder from corrections of the defects. The final acceptance shall not be binding upon the City, nor conclusive, should it subsequently develop the Bidder has furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the City shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the Bidder.

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

PRICE TERMS: Bidder agrees that the prices bid shall remain in effect for 30 days from the date of the Bid Opening and subject to acceptance by the City of Gallup within that period. Acceptance period may be extended with the mutual agreement of the City and the Bidder.

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. Bidders are notified that a City of Gallup business license is required.

REFERENCES: Bidder shall submit with proposal THREE (3) references where similar services are provided within the past three (3) years.

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 “Businesses” and click on “In-State Preference Certification” located under “Popular Information” caption.

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

AMENDMENTS: If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person for technical information, offerors are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Purchasing Office. For a determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Office.

CONTACT INFORMATION: Questions or clarifications regarding any phase of this solicitation, including specifications, shall be directed to Frances Rodriguez, Purchasing Director, P.O. Box 1270, Gallup, New Mexico 87305; Phone: (505)863-1334; Facsimile: (505)722-5133; Email: frodriquez@gallupnm.gov who shall be the sole point of contact for this bid. Questions submitted after **October 26, 2015** may not be addressed.

PROTESTS: Any bidder or offeror who is aggrieved in connection with a solicitation or award of a contract may protest to the central purchasing office. The protest must be submitted in writing within seven (7) calendar days after knowledge of the facts or occurrences giving rise thereto.

TOTAL ALL OR NONE: Material and Services on this Bid will be on a Total All or None basis where indicated. If no responsive all or none offers are received, the City reserves the right to award the Bid in whatever it deems to be in its best interest.

AWARD: The award, if made, shall be made to the lowest responsible Bidder submitting a responsive bid that is most advantageous to the public.

The City reserves the right to reject any or all Bids. Bids may be rejected for, among other reasons:

- Bids containing any irregularities.
- Unbalanced value of any items.
- Reason for believing collusion exists among the Bidders.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract; or within the past three years been formally debarred in the State of New Mexico or any other jurisdiction; or whose license has been suspended or revoked by the appropriate licensing authority

- Lack of responsibility as may be revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

PROCUREMENT CODE VIOLATIONS: The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

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

SUPPLEMENTAL TERMS AND CONDITIONS
FORMAL BID NO. 1516

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 a multi-term, indefinite quantity contract where the initial term of contract shall be from award of contract through June 30, 2016. The City shall have the option to renew this agreement for three additional one (1) year periods, through June 30, 2019 upon the same terms, conditions, and pricing. If the lowest qualified bidder is unable to fulfill an order the City reserves the right to cancel the request and order from the next lowest bidder.

QUANTITIES: This is an indefinite quantity contract from which the City may place orders on an as needed basis. Quantities listed are only for a comparable bidding process; actual usage shall vary. The City does not guarantee the purchase of any specific minimum quantities, nor may any material be shipped or delivered or services authorized 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 with the terms of the Escalation Clause on **Page 11** of this bid.

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 October 26, 2015. **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 vendors of record of amendments/addenda that are issued. Vendors of record are those vendors that are currently on bid list therefore, if not a vendor of record or if bid is downloaded from City of Gallup website, it shall be the responsibility of the vendor to check website frequently for any addenda/amendments or correspondence concerning solicitation. Failure to acknowledge all addenda could result in a non-responsive bid/proposal. 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 "BUSINESSES" and click on "IN-STATE PREFERENCE CERTIFICATION" located under "POPULAR INFORMATION" caption.

CITY OF GALLUP
FORMAL BID NO. 1516

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 two (2) price escalations per contract period unless otherwise specified in this request.
- H. The Offeror shall provide to the City written notice of any requested price changes, which shall become effective upon acceptance by the City of Gallup Purchasing Office.
- I. If the Offeror receives any price de-escalations from the supplier of goods sold to the City through a contract resulting from this request, the Offeror is responsible for notifying the City of such de-escalations, and passing those price changes on to the City immediately.

**CITY OF GALLUP
FORMAL BID NO. 1516**

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 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. **RECORDS AND AUDIT.** The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered. These records shall be the subject to inspection by the City of Gallup Finance Department, Personnel Department and the New Mexico Auditor. The City shall have the right of the City to recover excessive or illegal payments.

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. **CONFIDENTIALITY.** Any information given to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written notice approval of the City.

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

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

10. DEFAULT. The City of Gallup reserves the right to cancel all or any part of this order without cost to the City of Gallup, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to acts of God or the public enemy, acts of the State or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and defaults of subcontractors due to any of the above, unless the City of Gallup shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery schedule. The rights and remedies of the City of Gallup provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

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

12. NON-DISCRIMINATION. Vendors doing business with City of Gallup must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, (Rev.,1979), and the Americans Disabilities Act of 1990. (Public Law 101-336).

13. METHOD OF AWARD. A contract will be awarded to a single bidder based on pricing and compliance with the specifications and requirements. 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. SUBCONTRACTING. The Contractor may subcontract any portion of the services to be performed under this agreement with the prior written approval of the City.

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. 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 thirty (30) days after bid opening.

18. **EXISTING AGREEMENT.** Under the terms and conditions of this Bid all public bodies allowed by law may procure the supplies or services under this Bid as described herein. The terms and conditions of this Bid shall form a part of each order issued herein, but each public body shall be responsible for their own orders.

19. **SEVERABILITY.** If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

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

1C. INDEMNITY.

The Contractor agrees, as material consideration for this Agreement, to defend, indemnify, and hold harmless the City of Gallup, its Elected Officials, Agents, and employees from and against any and all claims arising out of any asserted negligent act, error or omission of the Contractor, its officers, directors, employees or agents or arising in any way from this agreement or the

Contractor's activities hereunder. The indemnity agreed to in this paragraph shall not extend to liabilities, claims, damages, losses or expenses, including attorney fees arising out of: The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the City of Gallup, or the agents or employees of the City of Gallup, or the giving of or the failure to give directions or instructions by the City of Gallup, or the agents or employees of the City of Gallup, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

1D. TERMINATION OF CONTRACT:

Termination of Cause: If, through any cause, the Contractor fails to fulfill in a timely and proper manner the Contractor's obligations under this agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this agreement, the City may order Contractor by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If the Contractor fails to correct the cause within five (5) working days of date of written notice, the City shall have the right to immediately terminate agreement. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

Termination for Convenience: Notwithstanding the above, agreement may be terminated without cause by the City upon written notice delivered to the Contractor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

In the event of a breach on any provision of the Agreement, the City of Gallup shall notify the Contractor of the fault within a reasonable time. If the Contractor fails to cure the breach or make other arrangements satisfactory to the City of Gallup, the City of Gallup may immediately terminate the Price Agreement or take other steps, as it deems necessary. Safety related items must be corrected within twenty-four (24) hours. The Contractor shall pay the City of Gallup all costs and expenses, including reasonable attorney's fees incurred by the City of Gallup, in exercising any of its rights or remedies in connection with enforcement of the Agreement.

The City of Gallup may terminate this Agreement for Convenience at any time, without penalty of any kind, by giving notice in writing to the Contractor. Said termination shall not nullify any payments due contractor for costs and work completed incurred through the date of termination.

1E APPROPRIATIONS:

The terms of this Agreement are contingent upon sufficient monies being made available by the City of Gallup for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City of Gallup, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

1F. GOVERNING LAW.

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

Resident Veterans Preference Certification

Formal Bid No. 1516

(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 December31 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. 1516

I. INTRODUCTION

A. The City of Gallup (City) is soliciting services for property abatement services to include but not limited to the removal of weeds, garbage, debris, rubble, litter, rubbish, refuse and any other material deemed a violation of the adopted property maintenance codes by the City of Gallup, from the assigned properties; board up windows, doors and any other potential entry ways in vacant or abandoned properties; trim trees and shrubs as deemed necessary. These abatement services are needed in response to the Clean and Lien program that the City of Gallup implemented.

II. SERVICE

- A. The Contractor shall meet at each job site with City of Gallup Code Enforcement Officer for that district and shall provide a quote for abatement services per violations of each particular site. Quoted pricing should concur with bid pricing and with must correspond with the size of property and conditions of each job. NO TIME GOUGING!! This practice will be grounds for immediate termination of contract.
- B. Contractor is required to obtain a purchase order for each and every property abatement job and shall therefore reference purchase order number with address location of property abatement on invoice submitted to the City of Gallup.
- C. The Contractor shall meet with the Code Enforcement Officer on site upon completion of the job to verify that the job was completed to the City's satisfaction. If accepted by the City, the Contractor shall charge to the City the amount of the quote per job for removal of the above listed material. The City has the right to reject or withdraw quotes received from Contractor.
- D. Tipping fees incurred from disposal of said materials shall be priced separately from abatement services therefore submittal of receipts from approved waste disposal site shall be included with invoice submitted to the City of Gallup.

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), 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 being given to the City.
- B. Workers 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.

C. Other required coverage: The Contractor shall maintain Public Liability and Property Damage Insurance as 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 be performed by anyone directly or indirectly employed 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 injury 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
\$ 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 automobile 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.

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.

F. Certificates, renewals, and notice of cancellation shall be sent to:

City of Gallup
Frances Rodriguez
Purchasing Department
P.O. Box 1270
Gallup, New Mexico 87305-1270

IV. PAYMENT

A. Payment will be made on a job-to-job basis within 30 working days after receipt

of itemized invoice(s) from the Contractor.

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

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

C. Tipping fees shall be listed on the invoice as a separate line item.

1. The City shall be responsible for tipping fees, but fees will not be a factor in award.

V. CONTRACT PERIOD

A. Term of this Agreement shall be from Date of Award, 2015 through June 30, 2016.

B. The City shall have the option to renew this agreement for an additional Three (3) One (1) Year Periods through June 30, 2019.

VI. CORRESPONDENCE

All correspondence shall be addressed to Frances Rodriguez

Mailing Address:

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

Physical Address:

City of Gallup
Purchasing Department
110 W. Aztec
Gallup, New Mexico 87301

Telephone Number (505) 863-1334

Facsimile Number (505) 722-5133

CITY OF GALLUP
Cost Proposal
Formal Bid No. 1516

Item No.	Description	Unit	Quantity	Unit Price	Extended Amount
1.	Abatement Services per scope of work per hour. (EXCLUDES TAX)	Hour	100	\$	\$
2.	NMGRT			\$	\$
	TOTAL ALL OR NONE			\$	\$

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

Contractor Name: _____

Payment Terms: _____

Physical Address: _____

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

Delivery ARO: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

Signed By: _____

Name Printed or Typed

Signature

AMENDMENTS: BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMMENDMENTS:

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 16
- Bidders **MUST** include a Copy of their New Mexico Resident Business or New Mexico Resident Veteran’s Business Certificate issued by the State Taxation and Revenue Dept. (if applicable), to qualify for application of the State Preference to the bid.
- Cost Proposal, Page(s) 20
- Acknowledge Receipt of Amendments (if any), Page 21 (this page)
- Exceptions to Specifications, Page 27
- A current IRS Form W-9

PROPERTY ABATEMENT CONTRACT

THIS AGREEMENT, entered into the _____ day of _____, 2015 by and between _____ hereinafter referred to as "CONTRACTOR" and the City of Gallup, a municipal corporation, hereinafter referred to as "CITY".

1. **SCOPE OF WORK:**

The Contractor shall remove all weeds, garbage, debris, rubble, litter, rubbish, refuse and any other material deemed a violation of the adopted property maintenance codes by the City of Gallup, from the assigned properties; board up windows, doors and any other potential entry ways in vacant or abandoned properties; trim trees and shrubs as deemed necessary.

2. **COMPENSATION:**

In consideration for the services provided pursuant to Paragraph 1, the Contractor shall meet at each job site with the Code Enforcement Officer for that district and shall provide a quote for abatement of violations on that particular site. The Contractor shall meet with the Code Enforcement Officer on site upon completion of the job to verify that the job was completed to the City's satisfaction. If accepted by the City the Contractor shall charge to the City the amount of the quote per job for removal of the above listed material, which shall include reimbursement for any tipping fees incurred from disposal of said material after submittal of a receipt from an approved waste disposal site and the City shall pay only those charges.

3. **TERM:**

Subject to the parties executing this contract, the term of this Agreement shall be effective as of the date first above written and shall continue for through the 30th day of June, 2016. This agreement may be extended for additional Three (3) one year periods at the City's option. An annual renewal shall be approved by both parties.

4. **TERMINATION:**

Termination for Cause: If, through any cause, the CONTRACTOR fails to fulfill in a timely and proper manner the Contractor's obligations under this Agreement, or if the CONTRACTOR violates any of the covenants, agreements, or stipulations of this Agreement, the CITY may order CONTRACTOR by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If the CONTRACTOR fails to correct the cause within five (5) working days of date of written notice, CITY shall have the right to immediately terminate this Agreement. The CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

Termination for Convenience: Notwithstanding the above, this Agreement may be terminated without cause by the City upon written notice delivered to the CONTRACTOR at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. **STATUS OF CONTRACTOR:**

The Contractor and his agents and employees are independent contractors performing professional services for the City and are not employees of the City of Gallup. The Contractor, and his agent and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Gallup as a result of this Agreement. Neither shall the City be liable to the Contractor nor its Agents, nor their estates for any injury to person or property incurred in the course of the performance of this Agreement unless such injury shall have directly and proximately resulted from grossly negligent or reckless conduct on the part of the City or its Agents acting within the scope of their employment and official duties.

7. **INDEMNITY:**

The contractor shall indemnify and hold harmless the City, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons' or damage to property caused by, or resulting from, contractor's and /or its employees, own negligent act(s) or omission(s) while contractor and/or its employees performs or fails to perform its obligations and duties under this agreement.

8. **ASSIGNMENT:**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

9. **SUBCONTRACTING:**

The Contractor may subcontract any portion of the services to be performed under this Agreement with the prior written approval of the City.

10. **RECORDS AND AUDIT:**

The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City of Gallup Finance Department, Personnel Department and the New Mexico Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

11. **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.

12. **RELEASE:**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, and the City of Gallup from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not

to purport to bind the City of Gallup to any obligations not assumed herein by the City of Gallup, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

13. **CONFLICT OF INTEREST:**

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

14. **AMENDMENT:**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

15. **SCOPE OF AGREEMENT:**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. And no subsequent agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated by way of amendment as described in Paragraph 14.

16. **NOTICE OF PROCUREMENT CODE:**

The Procurement Code of the City of Gallup imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

17. **EQUAL OPPORTUNITY COMPLIANCE:**

The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

18. **INSURANCE:**

Contractor shall provide certificate of insurance which includes statutory limits for worker's compensation. Certificate evidencing the above shall be furnished to the City of Gallup.

19. **APPLICABLE LAW:**

This Agreement shall be governed by the ordinances of the City of Gallup and the laws of the State of New Mexico.

20. **WAIVER OF CONTRACTURAL RIGHT:**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

21. **SEVERABILITY:**

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

22. **NOTICE:**

All notices, requests, demands or other communications required or desired to be made or given hereunder or in connection herewith shall be in writing and shall be deemed to be duly given if delivered in person or mailed by certified or registered mail, postage prepaid, to the parties at the following addresses, or to such other addresses as may from time to time be designated by the parties by written notice in the manner herein provided:

City of Gallup: Frances Rodriguez
Purchasing Director
City of Gallup
P.O. Box 1270
Gallup, New Mexico 87305-1270
Ph. (505) 863-1334

Project Contact for the City: Clyde (C.B.) Strain
Planning Director
City of Gallup
P.O. Box 1270
Gallup, New Mexico 87305-1270
Ph. (505) 863-1244

Contractor: _____

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date of executing by the City below:

CONTRACTOR:

COMPANY NAME: _____

SIGNED BY: _____

Date: _____

PRINTED NAME: _____

CITY OF GALLUP:

BY: _____

Date: _____

Frances Rodriguez, Purchasing Director

Attest:

Alfred Abeita, City Clerk

Date: _____

