



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. 1503

LEASING SERVICES FOR GOLF CARTS

ISSUE DATE: March 9, 2015
BID OPENING DATE: March 23, 2015
BID OPENING TIME: 2:00 p.m. Local Time

Vendor:

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. 1503

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

LEASING SERVICES FOR GOLF CARTS

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 Frances Rodriguez, Purchasing Director at 505-863-1334 or email frdriguez@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 Friday, March 23, 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 1503. **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 5th Day of March, 2015

By: /S/ Jackie McKinney, Mayor

ACKNOWLEDGMENT OF RECEIPT OF BID

Formal Bid No. 1503

LEASING SERVICES FOR GOLF CARTS

In acknowledgment of receipt of this BID the undersigned agrees that they have received a complete copy of this Bid consisting of Thirty-three (33) 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 **March 16, 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) 863-1334
(505) 722-5133 Fax
Email: fr Rodriguez@gallupnm.gov

Please return this form no later than March 16, 2015
Faxed or email copies of this form accepted
Faxed or emailed bid responses WILL NOT accepted

GENERAL CONDITIONS
FORMAL BID NO. 1503

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.

BIDS WILL BE ACCEPTED UNTIL 2:00 P.M. LOCAL TIME ON **March 23, 2015** 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 (**hereinafter called OWNER**) 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.

BRAND NAMES: UNLESS OTHERWISE INDICATED IN THE PLANS AND SPECIFICATIONS, WHERE A PRODUCT OR BRAND NAME IS INDICATED IN THE PLANS AND/OR SPECIFICATIONS, IT SHALL MEAN MINIMUM ACCEPTABLE LEVEL OR MINIMUM QUALITY REQUIRED. IF THE BIDDER IS OFFERING, AND THE PLANS AND SPECIFICATIONS ALLOW, AN ITEM OTHER THAN THE ONE SPECIFIED THEN THE MANUFACTURER'S NAME AND MODEL NUMBER OF THAT ITEM SHALL BE FURNISHED TO THE CITY AND SUFFICIENT SPECIFICATION AND DESCRIPTIVE DATA PROVIDED TO PERMIT A THOROUGH EVALUATION. FAILURE TO PROVIDE APPROPRIATE INFORMATION WHEN REQUESTED MAY RESULT IN DISQUALIFICATION OF THE OFFER.

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.

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.

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.

CANCELLATION: IF THE VENDOR FAILS TO FULFILL ANY OBLIGATION RESULTING FROM THIS CONTRACT IN A TIMELY AND RESPONSIVE MANNER, OR IT THE VENDOR VIOLATES ANY OF THE TERMS OF THIS CONTRACT, THE CITY SHALL HAVE THE RIGHT TO CANCEL THE CONTRACT BY GIVING WRITTEN NOTICE OF CANCELLATION TO THE VENDOR AND RECOVER FROM THE VENDOR ANY DAMAGES RESULTING FROM VENDOR'S FAILURE TO PERFORM.

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.

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. TIME FOR ACCEPTANCE MAY BE EXTENDED WITH THE MUTUAL CONCURRENCE OF THE CONTRACTOR. CONTRACTOR AND WILL NOT BE RECOGNIZED AS A BASIS OR CLAIM FOR EXTRA COMPENSATION.

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.

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.

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.

SPECIFICATIONS EXCEPTIONS: 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.

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.

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.

INFORMATION: IF CLARIFICATION IS NEEDED ON ANY PART OF THE GENERAL CONDITIONS, CONTACT FRANCES RODRIGUEZ; PURCHASING DIRECTOR; P.O. BOX 1270; GALLUP, NM 87305; 505-863-1334 OR 505-722-5133 (FAX); frodriguez@gallupnm.gov (EMAIL). QUESTIONS SUBMITTED AFTER MARCH 16, 2015 MAY NOT BE ADDRESSED.

PREFERENCES: THE STATE OF NEW MEXICO STATUTES SHALL APPLY. NEW MEXICO GRANTS A PREFERENCE TO THOSE CONTRACTORS WHO HAVE BEEN CERTIFIED BY THE STATE OF NEW MEXICO DEPARTMENT OF TAXATION AND REVENUE AS A RESIDENT CONTRACTOR OR A RESIDENT VETERANS CONTRACTOR AT THE TIME BIDS ARE OPENED, PURSUANT TO 13-1-22 & 13-4-2 (NMSA 1978). THE NEW MEXICO RESIDENT CONTRACTOR'S PREFERENCE OR RESIDENT VETERANS CONTRACTOR SHALL BE THE ONLY PREFERENCE THAT APPLIES. **CONTRACTORS MUST SUBMIT A COPY OF THEIR NEW MEXICO RESIDENT CONTRACTOR'S CERTIFICATE OR NEW MEXICO RESIDENT VETERAN CONTRACTORS CERTIFICATE WITH THEIR BID IN ORDER TO BE CONSIDERED FOR THE PREFERENCE AS PER 13-1-22 (A) NMSA 1978** .

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.

FOR INFORMATION ON NEW MEXICO RESIDENT CONTRACTOR CERTIFICATION PLEASE CALL 505-827-0951 OR TO DOWNLOAD APPLICATIONS, GO TO: WWW.TAX.NEWMEXICO.GOV , SELECT "FORMS AND PUBLICATIONS" AND CLICK ON "RECENTLY UPDATED".

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 BUYER LISTED UNDER THE PARAGRAPH ENTITLED "INFORMATION".

MODIFICATIONS: THE CITY RESERVES THE RIGHT TO WAIVE MINOR INFORMALITIES, IRREGULARITIES OR TECHNICALITIES IN THE BID. THE CITY WILL BE THE SOLE ENTITY TO DETERMINE THE ACCEPTANCE OR NON-ACCEPTANCE OF ANY MODIFICATIONS OR DEVIATIONS.

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 OPTION/ADDITIVE ALTERNATES-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.

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.

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.

GOVERNING LAW: THE BID, TERMS AND CONDITIONS, AND THE CONTRACT DOCUMENTS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW MEXICO, AND IN ACCORDANCE WITH 57-28A-1 NMSA 1978.

NOTICE TO BIDDERS

AS OF OCTOBER 5, 2011 APPLICATIONS FOR RESIDENT NEW MEXICO IN-STATE CONTRACTORS 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.

AS OF JULY 1, 2012 A NEW MEXICO RESIDENT VETERAN CONTRACTOR'S PREFERENCE NUMBER MAY BE OBTAINED FROM THE NEW MEXICO DEPARTMENT TAXATION AND REVENUE DEPARTMENT.

IT WILL BE THE SOLE RESPONSIBILITY OF BIDDERS REQUESTING CONSIDERATION FOR THE NEW MEXICO RESIDENT CONTRACTORS PREFERENCE OR THE NEW MEXICO RESIDENT VETERAN CONTRACTOR'S PREFERENCE TO OBTAIN APPROVAL AND A CERTIFICATION FROM THE NEW MEXICO DEPARTMENT OF TAXATION & REVENUE PRIOR TO THE BID OPENING DATE. YOU MUST SUBMIT A COPY OF THE RESIDENT CONTRACTOR'S CERTIFICATE OR RESIDENT VETERAN CONTRACTOR'S CERTIFICATE WITH YOUR BID IN ORDER TO BE CONSIDERED FOR THE IN-STATE PREFERENCE AS PER SECTION 13-1-22, AND 13-4-2 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.

Resident Veterans Preference Certification

(Return this form with your bid if you are certified as a NM Resident Veteran's Contractor)

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

CITY OF GALLUP
Formal Bid No. 1503

1. The City of GALLUP, New Mexico, a Municipal Corporation, (Lessee) is requesting bids to lease the following:

Qty.	Model #	Description	Unit Cost
40	606600	E-Z-Go Golf Carts, RXV- Electric	\$4,550.54
		Estimated Total Amount of Leasing Bid:	\$182,052.21

- 1.1 The City anticipates delivery of the carts on or before April 1, 2015.
- 1.2 Payment for the carts shall be paid upon delivery and acceptance of the carts.
- 1.3 Bidders to provide an amortization schedule. All calculations shall be done in arrears.
- 1.4 Percentage rate quoted shall be valid for a minimum of 30 days after bid opening.

2. Lease Payments

2.1 The City will notify Bidder when the carts will be delivered. Upon receipt and acceptance of the carts by the City, the Bidder shall process payment for the carts.

3. Initial Term

3.1 The Initial Term shall commence on the date of the acceptance of the Leased Carts. The Initial Term shall be for a forty-eight (48) month period.

3.2 Any Lease entered into under the provisions of this Request for Bids is a "True Lease" with an option to purchase the Leased Carts at Fair Market Value, and is not an installment or financing agreement.

3.3 Lessee shall have the following options in respect of each Lease at the end of the Initial Term:

3.3.1 Purchase Option. Lessee may elect, by delivering to Lessor an End-of-Term Notice at least 90 days prior to expiration of the Initial Term, to purchase any or all Leased Carts then subject to such Lease for an amount equal to the Fair Market Value of such Leased Carts as of the end of the then applicable Term. Lessee's right to purchase said Leased Carts is contingent upon all of the following:

3.3.1.1 No Lessee Default shall have occurred and be continuing;

3.3.1.2 Lessor shall have received Lessee's notice of intent to purchase at least 90 days prior to the expiration of the Initial Term; and

3.3.1.3 Lessee shall remit such Fair Market Value amount for carts to Lessor in immediately available funds on or before the last day of the then applicable Term. The Lease with respect to such carts shall terminate and Lessor shall transfer all of its interest in such carts to

Lessee "As is, Where is," without any warranty, express or implied, from Lessor.

3.3.2 Return. Lessee may elect, by delivering to Lessor an End-of-Term Notice at least 90 days prior to expiration of the Initial Term, to return any or all of the Leased Carts then subject to such Lease. Lessee shall pack the Leased Carts to be returned to Lessor in accordance with manufacturer's guidelines and deliver such Leased Carts to Lessor at any destination within the continental United States designated by Lessor. All dismantling, packaging, transportation, in-transit insurance and shipping charges shall be borne by Lessee. All Leased Carts shall be returned to Lessor on the last day of the Initial Term in good repair and in the same condition and working order as when delivered to Lessee, reasonable wear and tear excepted.

3.3.2.1 Bidder to submit an alternate bid, if he is wishing to impose any limitations regarding the return of the Leased Carts, i.e. hourly limits.

4. Lease Contingent on Appropriation of Funds

4.1 Continuation of the lease is contingent upon the availability and the appropriation of funds by the City of Gallup Council. If Funds are not appropriated and allocated, Lessee may terminate this lease. (Reference, Draft Agreement, Section II, Covenants of Lessee and Section V, Base Lease Payments).

5. Draft Agreement

5.1 The City's standard form Lease Agreement shall be used. A copy of the City's standard form is attached as Exhibit A.

6. Bid Form

6.1 Bidder shall include in their bid, a payment schedule for the forty-eight (48) month Initial Term. This payment schedule shall address the interest rate, monthly payment amount, monthly interest amount, monthly principle breakdown, monthly balance, total interest payment, and any special processing charges the City shall be expected to pay.

7. Award

7.1 Award of the Bid will be to the Bidder submitting the lowest total cost (reference Item G of Bid Proposal Form, Page 13), including interest rate and fees, meeting the conditions of the bid requirements.

8. Contact During Bidding Process

8.1 Questions and/or clarifications concerning this Bid will be accepted in writing through March 16, 2015 at 2:00 P.M. LOCAL TIME. Requests may be transmitted via facsimile or email. Written responses to all written inquiries will be provided and distributed to all recipients of this Bid. No Bidder may rely upon oral responses made by any City employee or any representative of the City. Questions and/or clarifications concerning this Bid shall be directed to:

Frances Rodriguez, CPPB
Purchasing Director
(505) 863-1334; (505) 722-5133 fax
frodriquez@gallupnm.gov

- 8.2 The only approved contact shall be with the above referenced purchasing staff. Bidders making contact with any other City official or City employee regarding this Bid may be disqualified.
- 8.3 Bidders shall have no claim against the City for failure to obtain information made available by the City which the Bidder could have remedied through the exercise of due diligence.

9. Resident Veterans Preference

- 9.1 In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 and effective July 1, 2012, a resident veteran's business preference has been implemented. The Taxation and Revenue Department (TRD) will be issuing a three (3) year certificate to each qualified business. Businesses are required to reapply to TRD every three (3) years with the proper documentation to renew their certificate.
- 9.2 Attached is one form to be completed and returned with your bid if your firm will qualify for this preference. The veteran's preference will not be extended without the certificate from TRD and the attached Resident Veterans Preference Certification.
- 9.3 This preference is separate from the in-state preference and is not cumulative with that preference.

BID PROPOSAL FORM (BID SCHEDULE)
FORMAL BID NO. 1503

CITY OF GALLUP, LESSEE

ESTIMATED LEASE VALUE OF GOLF CARTS IS : \$182,052.21

THE FIRST PAYMENT IS DUE: (A) _____, 2015

IN THE AMOUNT OF: (B) \$ _____

SUCCEEDING PAYMENTS ARE DUE MONTHLY ON THE: (C) _____ DAY
OF EACH MONTH

IN THE AMOUNT OF: (D) \$ _____

THE INTEREST RATE IS: (E) _____%

TOTAL INTEREST AMOUNT: (F) \$ _____

TOTAL OF 48 PAYMENTS: (G) \$ _____

THIS BID SOLICITATION IS AN ALL OR NONE BID.

SUBMITTED BY:

Business Name _____

By: _____

Name Printed or Typed

Title

Address

City, State, Zip

Phone

Fax

Email

ALTERNATE AWARD EVALUATION: Whichever deems in the best interest of the City, the City reserves the right to award the bid in total, by groups of items on the basis of individual items or any combination of these; or as otherwise specified in the bid terms unless the bidder qualifies his bid by specific limitations. Only the City is in a position to determine its own best interest, therefore the City shall be the sole judge in determining the award analysis. Its decision shall be final.

If qualifying a bid, the Bidder must clearly state so in their bid response on a separate sheet of paper title "Exceptions to Specifications". The restriction(s) or qualifier(s) must be clearly identified. If the Bidder's pricing is subject to change if the City elects to award a category bid based on group of items or line items; or any part of the Bidder's bid is dependent upon receiving a complete category award, then the Bidder's bid response must identify these restrictions. Exemptions must indicate which items or which categories they are bidding on an "all or none" basis, they must indicate if they are qualifying their bid based on a minimum threshold dollar award limit, or any other type exemption. Bid responses with exceptions may result in rejection of the whole bid or partial line items within the bid.

EXHIBIT A
DRAFT LEASE AGREEMENT
FORMAL BID NO. 1503

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Lease Agreement, dated as of _____ between _____ as Lessor, and the City of GALLUP, New Mexico, a Municipal Corporation, as Lessee.

Lessor desires to lease the Leased Carts (as hereinafter defined) to Lessee, and Lessee desires to lease the Leased Carts from Lessor, pursuant to the terms and conditions and for the purposes set forth in this Lease Agreement with Option to Purchase; and

For and in consideration of the premises hereinafter contained, the parties hereto agree as follows:

SECTION I DEFINITIONS

Unless the context otherwise requires the terms defined in this Section I shall, for all purposes of this Lease Agreement, have the meaning herein specified.

"Base Lease Payments" means the basic payments payable by Lessee pursuant to provisions of this Lease Agreement during the Lease Term which constitute the payments payable by Lessee for and in consideration of the right of use of the Leased Carts during the Lease Term and for and in consideration of other consideration provided by Lessor during the Lease Term. The Base Lease Payments shall be payable by Lessee in the amounts and at the times during the Lease Term as set forth in Exhibit "B" of this Lease Agreement.

"Casualty Loss" means, with respect to any Leased Carts, the condemnation, taking, loss, destruction, theft or damage beyond repair of such Leased Carts.

"Casualty Value" or "Full Insurable Value" means, as to any Leased Cart, the full replacement value of the Leased Carts (reasonable wear, tear and depreciation resulting from normal and proper use excepted).

"Daily Rent" means, as to any Lease, an amount equal to the per diem Rent payable under the applicable Schedule (calculated on the basis of a 360 day year and 30 day months).

"End-of-Term Notice" means, as to any Lease, a written notice delivered by Lessee to Lessor at least 90 days prior to the end of the Initial Term, any Renewal Term or any optional extension of the Initial Term or any Renewal Term setting forth Lessee's elections pursuant to Lessee's End-of-Lease Term Options with respect to the Leased Carts subject to such Lease. Each End-of-Term Notice shall specify with particularity the Leased Carts to be purchased by Lessee (if any), as to which the Lease is to be renewed (if any) and that are to be returned to Lessor (if any).

"Fair Market Value" means the total price that would be paid for any specified Leased Cart(s) in an arm's length transaction between an informed and willing buyer under no compulsion to buy and an informed and willing seller under no compulsion to sell. Such total price shall not be reduced by the costs of removing such Leased Carts from its current location or moving it to a new location.

"Fair Rental Value", if and when applicable, means the amount of periodic rent that would be payable for any specified Leased Carts in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease/rent. Such amount shall not be reduced by the costs of removing such Leased Carts from its current location or moving it to a new location.

"Fiscal Year" means, as to any Lease involving the Lessee, July 1 to June 30 of any given year.

"Initial Term" shall mean the period, beginning upon receipt of the Leased Carts and extending for the following forty-eight (48) months.

"Lease" means this Lease Agreement and any amendment or supplements hereto, including the Exhibits attached hereto.

"Lease Term" means the duration of the leasehold estate created in the Leased Carts as provided in Section IV of this Lease Agreement, including both the Initial Term and the renewal terms.

"Leased Carts" means the personal property described in Exhibit "A", Leased Carts Schedule, attached hereto and hereby made a part hereof.

"Lessee" means City of GALLUP, New Mexico, a Municipal Corporation, 110 W. Aztec Avenue, Gallup, New Mexico 87301.

"Lessor" means (i) with its principal office located at, and (ii) any Assignee or Transferee of said Lessor.

"Receipt Certificate" means the certificate described as Exhibit "C" which will be executed on behalf of Lessee by the same party executing this Lease. The date inserted by Lessee on the Receipt Certificate must be the date when Lessee accepts delivery of the Leased Carts. Exhibit "C", when executed by Lessee and received by Lessor, will be attached hereto and made a part hereof.

"Rent" means the payment by Lessee to Lessor of money for the lease of carts covered by Exhibit A. "Funds" means the limited funds appropriated and available for payment of the obligations undertaken in this lease approved by the City of Gallup Council.

SECTION II COVENANTS OF LESSEE

Lessee represents, covenants and warrants that it is a public body corporate and politic and is authorized by the Constitution and laws of the State of New Mexico to enter into the transactions contemplated by this Lease Agreement and to carry out its obligations hereunder. Lessee has been duly authorized to execute and deliver this Lease Agreement and agrees that, subject to the appropriation and availability of Funds for payment of the obligations incurred under this lease, it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

SECTION III LEASE OF LEASED CARTS

Lessor hereby rents, demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, for payments and upon and subject to the terms and conditions as herein set forth, the Leased Carts for the duration of the Lease Term.

SECTION IV LEASE TERM

The Lease Term shall commence on the date of the acceptance of the Leased Carts, _____. The Initial Term will run for forty-eight (48) months unless a non-appropriations or other cancellation provision shall have occurred.

SECTION V BASE LEASE PAYMENTS

Lessee shall pay the Base Lease Payments to the Lessor as hereinafter provided.

The Base Lease Payments during the Initial Term shall be in the amounts and payable as set forth in Exhibit "B" attached hereto.

Each Base Lease Payment hereunder shall be paid in lawful money of the United States of America to the Lessor. Notwithstanding any dispute between Lessee and Lessor, Lessee shall make all payments of Base Lease Payments when due and shall not withhold any Base Lease Payments pending final resolution of such dispute. The Base Lease Payments shall be absolute and unconditional in all events, except as provided in the next paragraph, and payment of the Base Lease Payments shall not be abated through accident or unforeseen circumstances. The Base Lease Payment shall be payable only out of the Funds of Lessee.

Consistent with applicable New Mexico Laws, Lessee reserves the right to cancel this Lease at the end of any Fiscal Year, without penalty. Unless some unforeseen circumstance arises which Lessee shall

document, Lessee will give Lessor 60 days prior written notice of such termination.

Lessee reasonably believes that funds can be obtained sufficient to make all Base Lease Payments during each of the Fiscal Years. Lessee hereby covenants that it will do all things lawfully within its power to obtain and maintain funds from which the Base Lease Payments for the entire term of this Lease may be made, including making provision for such payments to the extent necessary in each biannual or annual budget submitted to its governing body for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved, and exhausting all available reviews and appeals in the event such portion of the budget is not approved. This lease is subject to the provisions of Section 12, Article IX of the New Mexico State Constitution, and the provisions of the Bateman Act and shall not be a charge against the general taxing powers of the City of Gallup.

Rent: Late Charges. As Rent for the Leased Carts, Lessee shall pay Lessor the amounts on the due dates set forth in Schedule A. Lessor and Lessee agree that any interest on Late Payments shall be paid by Lessee in accordance with the payment provisions of the New Mexico Procurement Code, Section 13-1-158, NMSA 1978.

Lessee shall have the following options in respect of each Lease at the end of the Initial Term:
Purchase Option. Lessee may elect, by delivering to Lessor an End-of-Term Notice at least 90 days prior to expiration of the Initial Term, to purchase any or all Leased Carts then subject to such Lease for an amount equal to the Fair Market Value of such Leased Carts as of the end of the then applicable Term. Lessee's right to purchase said Leased Carts is contingent upon all of the following:
No Lessee Default shall have occurred and be continuing; Lessor shall have received Lessee's notice of intent to purchase at least 90 days prior to the expiration of the Initial Term; and Lessee shall remit such Fair Market Value amount for Leased Carts to Lessor in immediately available funds on or before the last day of the then applicable Term. The Lease with respect to such Leased Carts shall terminate and Lessor shall transfer all of its interest in such Leased Carts to Lessee "As is, Where is," without any warranty, express or implied, from Lessor.

Return. Lessee may elect, by delivering to Lessor an End-of-Term Notice at least 90 days prior to expiration of the Initial Term, to return any or all of the Leased Carts then subject to such Lease. Lessee shall pack the Leased Carts to be returned to Lessor in accordance with manufacturer's guidelines and deliver such Leased Carts to Lessor at any destination within the continental United States designated by Lessor. All dismantling, packaging, transportation, in-transit insurance and shipping charges shall be borne by Lessee. All Leased Carts shall be returned to Lessor on the last day of the Initial Term in good repair and in the same condition and working order as when delivered to Lessee, reasonable wear and tear excepted.

SECTION VI ASSIGNMENT OF MANUFACTURER/SUPPLIER WARRANTIES

To the extent permitted and so long as no Event of Default has occurred and is continuing, Lessor hereby assigns to Lessee, for the total term of any Lease, all cart warranties provided by any Manufacturer/Supplier in the applicable Purchase Documents. Lessee shall have the right to take any action appropriate to enforce such warranties provided such enforcement is pursued in Lessee's name and at its expense. In the event Lessee is precluded from enforcing any such warranty in its name, Lessor, as owner of the Leased Carts, shall, upon Lessee's request, take reasonable steps to enforce such warranties at costs to be borne by Lessor.

SECTION VII LEASED CARTS USE AND MAINTENANCE

Lessee is solely responsible for the selection, installation, operation and maintenance of the Leased Carts and all costs related thereto, including shipping, if applicable. Lessee shall at all times operate and maintain the Leased Carts in good working order, repair and condition and appearance, and in accordance with the manufacture's specifications and recommendations. On reasonable prior notice to Lessee, Lessor and Lessor's agents shall have the right, during Lessee's normal working hours, to enter the premises where the Leased Carts are located for the purpose of inspecting the Leased Carts and

observing their use. If Lessor shall have provided to Lessee any tags or identifying labels, Lessee shall, at its expense, affix and maintain in a prominent position on each item of Leased Carts such tags or labels to indicate Lessor's ownership of the Leased Carts. Lessee shall, at its expense, enter into and maintain and enforce at all times during the Lease Term of each Lease a maintenance agreement to service and maintain the related Leased Carts, upon terms and with a provider approved by Lessor.

SECTION VIII TAXES

On all monthly invoices, respecting the Leased Carts, Lessor shall separately show all New Mexico gross receipts, compensating, sales, and other similar taxes which are reimbursable by Lessee to Lessor, provided that in no event will interest or penalties on such taxes be reimbursable by Lessee. Under no circumstances will Lessee, during the Lease Term or any time after termination or expiration of this Lease, be liable for or responsible for Lessor's federal or state income taxes.

SECTION IX INSURANCE

At its own expense Lessee shall either be appropriately self-insured pursuant to Section 3-62-1, NMSA 1978, or shall cause casualty insurance to be carried and maintained with respect to the Leased Carts and for the full insurable value thereof and shall either be self-insured or shall carry comprehensive general public liability and damage insurance with limits in the maximum amount allowed for a municipality under the laws of the State of New Mexico and property damage insurance sufficient to protect the Full Insurable Value of the Leased Carts and to protect Lessor from liability in all events. All insurance proceeds from Casualty Losses shall be payable to Lessee, subject to the terms of this Lease. Lessor shall be named as an additional insured party to the extent of its interest in the Leased Carts. On acceptance of the Leased Carts as provided in Section IV of the Lease Agreement, Lessee shall either be self-insured or shall have purchased a casualty insurance policy which includes the Leased Carts, evidence of which shall be furnished to Lessor.

SECTION X USE; LICENSE

Lessee will not use, operate or maintain the Leased Carts improperly, carelessly, in violation of any applicable law or in any manner contrary to that contemplated by this Lease Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Leased Carts.

SECTION XI ALTERATIONS

Any alterations, changes, modifications, additions and improvements made to the Leased Carts shall immediately become a part of the Leased Carts for the purposes of this Lease Agreement solely and shall be subject to the terms of this Lease Agreement.

SECTION XII LIENS

Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Carts, except with respect to the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above if the same shall arise at any time.

SECTION XIII WARRANTY OF TITLE; DISCLAIMER OF OTHER WARRANTIES; COMPLIANCE WITH LAWS AND RULES

Lessor covenants and warrants that Lessor holds good title to the Leased Carts and that title shall be delivered to Lessee free and clear of all encumbrances. LESSOR MAKES NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR USE OF ANY OF THE LEASED CARTS OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED CARTS. In no event shall Lessor be liable for an incidental, indirect, special or consequential damages in connection with or arising out of this Lease or the existence, furnishing, functioning or Lessee's use of any item or products or services provided for in this Lease Agreement.

Lessee agrees, for the benefit of Lessor, to comply in all respects (including without limitation, with Lessee agrees, for the benefit of Lessor, to comply in all respects (including without limitation, with respect to the use, maintenance and operation of each item of the Leased Carts) with all laws of the jurisdictions in which its operations involving the item of the Leased Carts may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Leased Carts; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not adversely affect the title of Lessor in and to any of the items of the Leased Carts or its interest or rights under this Lease that may be determined in the opinion of Lessor.

SECTION XIV ENJOYMENT OF LEASED CARTS

Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Leased Carts, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Leased Carts, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease. Any assignee of Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default pursuant to this Lease.

SECTION XV TITLE DOCUMENTS

The parties hereto shall make, execute and deliver such applications, bills of sale or other documents which may be necessary to reflect title to the Leased Carts and all additions, repairs, replacements or modifications upon the New Mexico Certificate of Title issued by the New Mexico Department of Motor Vehicles in the name of the Lessee subject to the terms of this Lease Agreement. The purpose of this provision is to comply with statutes relating to title and licensing and to assure that Lessor shall not be liable for torts committed by Lessee. Nothing herein contained shall be construed to create an indebtedness in violation of Section 12 of Article IX of the New Mexico Constitution or which is in violation of the Bateman Act.

SECTION XVI EVENTS OF DEFAULT

Lessee shall be deemed to be in default hereunder upon the happening of any of the following events of default:

- (a) Lessee shall fail to make any payment of Base Lease Payment, or to pay any other payments required to be paid hereunder, or;
- (b) Lessee shall fail to keep any such other term, covenant or condition contained herein.

SECTION XVII REMEDIES ON DEFAULT

Upon the occurrence of an event of default as specified in Section XVI of this Lease, and Lessee shall fail to remedy such event of default with all reasonable dispatch within a period of 30 days, after written notice from Lessor to Lessee, then Lessor shall have the right, at its option without any further demand or notice, to pursue any one or more of the following remedies:

In the event of Lessee's Default, Lessee shall be responsible for all costs associated with reclaiming and return of Leased Carts.

- (a) By written notice to Lessee, declare an amount equal to all Base Lease Payments due during the current annual Lease Term to be immediately due and payable as liquidated damages and not as a penalty, whereupon the same shall become immediately due and payable; and
- (b) Re-enter and take possession of the Leased Carts.
- (c) Take whatever action at law or in equity may appear necessary or desirable to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease.

SECTION XVIII INDEMNIFICATION; FILINGS AND REPORTS

Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor and its assigns from and against any and all liability, obligations, losses, claims and damages whatsoever, allowed by the laws of the State of New Mexico, regardless of the cause thereof, and expenses in connection therewith, including, without limitation counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Lease Agreement, the ownership of any item of the Leased Carts, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Lease Carts or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Leased Carts resulting in damage to property or injury to or death to any person. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of the Lease Term.

SECTION XIX ACCEPTANCE OF LEASED CARTS; INSPECTION

Upon acceptance of delivery by Lessee of the Leased Carts, it shall be conclusively presumed and determined that Lessee is satisfied with and has accepted the Leased Carts as being in good condition and repair. Lessor shall have the right at all reasonable times during business hours to enter into and upon the premises wherein the Leased Carts may be located for the purpose of inspecting the same or observing its use.

SECTION XX AMENDMENT; ASSIGNMENT; RIGHTS ON DEFAULT

This Lease Agreement may be amended or any of its terms modified, with the written consent of Lessee and the Lessor. Lessee covenants that it will not assign or sublet this Lease or the Leased Carts, or any interest in either, except with the prior written consent of the Lessor provided, however, that no consent shall relieve Lessee of its obligations hereunder and provided that the consent of Lessor to assignment shall not unreasonably be withheld.

SECTION XXI NOTICES

All notices to be given under this Lease shall be made by certified mail, return receipt requested, sent to or personally served upon, the other party at its address set forth herein or at such address as the party may provide in writing from time to time.

SECTION XXII SECTION HEADINGS

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease Agreement.

SECTION XXIII WAIVER

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

SECTION XXIV GOVERNING LAW

This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same may from time to time exist. Venue for any suit brought upon this contract shall be in City of Gallup, McKinley County, New Mexico.

SECTION XXV EXECUTION

This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same agreement.

SECTION XXVI MISCELLANEOUS

This Lease Agreement, together with the Exhibits hereto, constitutes the entire agreement between the parties and this Lease Agreement shall not be modified, amended, altered or changed except in writing as herein provided. Any provision of this Lease Agreement found to be prohibited by law shall be

ineffective to the extent of such prohibition without invalidating the remainder of this Lease Agreement. Subject to the specific provisions of this Lease Agreement, this Lease Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Lease Agreement to be executed by their respective officers hereunto duly authorized, all as of the day and year first above written.

CITY OF GALLUP
A Municipal Corporation

(CONTRACTOR NAME)

By: _____
Title: Mayor

By: _____
Duly Authorized Signature

Date

By: _____
(Printed Name)

(SEAL)

Title: _____

ATTEST:

Date

City Clerk

Signer has read the document and affirms that it is true and complete and accurately Represents the agreement of the parties.

Date

NOTARY PUBLIC SIGNATURE
(Required)

Approves Compliance NMSA 1978
Annotated, Chapter 13 Public
Purchases and Property:

State of New Mexico
County of McKinley

(seal)

Frances Rodriguez, Purchasing Director

Signature of notarial officer

Date

My commission expires: _____

City Manager

New Mexico State Taxation and Revenue
Department Taxpayer Identification Number

Date

Federal Taxpayer Identification or Social
Security Number

Legal Department Approved to Form

Date

STATE OF)
)
COUNTY OF)

The above and foregoing document was acknowledged before me this day of _____, 2015 by (name of officer, title of officer), of (name of corporation acknowledging), a (state or county of incorporation) corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

STATE OF NEW MEXICO)
)
COUNTY OF MCKINLEY)

The above and foregoing document was acknowledged before me this day of __ , 2015 by Jackie McKinney, Mayor of the City of Gallup, a Municipal Corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

EXHIBIT A
 SCHEDULE OF LEASED CARTS
 Attachment to Lease Agreement
 FORMAL BID NO. 1503

Number	Model #	Description	Serial Number
1	66606600	E-Z Go Golf Carts, RXV	
2	66606600	E-Z Go Golf Carts, RXV	
3	66606600	E-Z Go Golf Carts, RXV	
4	66606600	E-Z Go Golf Carts, RXV	
5	66606600	E-Z Go Golf Carts, RXV	
6	66606600	E-Z Go Golf Carts, RXV	
7	66606600	E-Z Go Golf Carts, RXV	
8	66606600	E-Z Go Golf Carts, RXV	
9	66606600	E-Z Go Golf Carts, RXV	
10	66606600	E-Z Go Golf Carts, RXV	
11	66606600	E-Z Go Golf Carts, RXV	
12	66606600	E-Z Go Golf Carts, RXV	
13	66606600	E-Z Go Golf Carts, RXV	
14	66606600	E-Z Go Golf Carts, RXV	
15	66606600	E-Z Go Golf Carts, RXV	
16	66606600	E-Z Go Golf Carts, RXV	
17	66606600	E-Z Go Golf Carts, RXV	
18	66606600	E-Z Go Golf Carts, RXV	
19	66606600	E-Z Go Golf Carts, RXV	
20	66606600	E-Z Go Golf Carts, RXV	
21	66606600	E-Z Go Golf Carts, RXV	
22	66606600	E-Z Go Golf Carts, RXV	
23	66606600	E-Z Go Golf Carts, RXV	
24	66606600	E-Z Go Golf Carts, RXV	
25	66606600	E-Z Go Golf Carts, RXV	
26	66606600	E-Z Go Golf Carts, RXV	
27	66606600	E-Z Go Golf Carts, RXV	
28	66606600	E-Z Go Golf Carts, RXV	
29	66606600	E-Z Go Golf Carts, RXV	
30	66606600	E-Z Go Golf Carts, RXV	
31	66606600	E-Z Go Golf Carts, RXV	
32	66606600	E-Z Go Golf Carts, RXV	
33	66606600	E-Z Go Golf Carts, RXV	
34	66606600	E-Z Go Golf Carts, RXV	
35	66606600	E-Z Go Golf Carts, RXV	
36	66606600	E-Z Go Golf Carts, RXV	
37	66606600	E-Z Go Golf Carts, RXV	
38	66606600	E-Z Go Golf Carts, RXV	
39	66606600	E-Z Go Golf Carts, RXV	
40	66606600	E-Z Go Golf Carts, RXV	

EXHIBIT B
 PAYMENT SCHEDULE
 Attachment to Lease Agreement
 FORMAL BID NO. 1503

The Lessee is City of Gallup, New Mexico The Original Lease Value is \$ _____ The first Base Lease Payment is due __, 2015 in the amount of \$ _____ Succeeding Base Lease Payments are due monthly on the day of each month in the amount of \$ _____ The interest rate is _____%

Payment Date:	Base Lease Payment:	Interest	Principal

EXHIBIT C
RECEIPT CERTIFICATE
Attachment to Lease Agreement
FORMAL BID NO. 1503

The undersigned Lessee under that certain Lease Agreement dated _____, 2015, negotiated for the purpose of leasing golf carts having an original value in the amount of \$ _____, with as Lessor, hereby acknowledges receipt in good condition of all the Leased Carts described in said Lease Agreement this day of

_____ and hereby certifies that has fully and satisfactorily performed all covenants and conditions to be performed by it under said Lease Agreement. Further, Lessee hereby confirms that it will commence payments as specified in Exhibit "B" with the first lease payment being due, 2015.

CITY OF GALLUP, NEW MEXICO
Lessee

By: Jackie McKinney, Mayor

NOTE: This Receipt Certificate must be executed by the same party who executed the referred to Lease Agreement.

EXHIBIT D
ESSENTIAL USE LETTER
Attachment to Lease Agreement
FORMAL BID NO. 1503

Re: Golf Carts Lease Agreement

Gentlemen:

This letter is being written with respect to the use of the Leased Carts (herein so called) to be leased to the undersigned under the above-referenced Lease Agreement. The Leased Carts will be used by Lessee, **City of Gallup** for the following purposes:

Golf Course Operations:

Location: Fox Run Golf Course, 1109 Susan Drive, Gallup, New Mexico 87301.

The undersigned hereby represents that the use of the Leased Carts is essential to its proper, efficient and economic operation.

CITY OF GALLUP

Maryann Ustick, City Manager

EXHIBIT E
INCUMBENCY CERTIFICATE
Attachment to Lease Agreement
FORMAL BID NO. 1503

I, _____, do hereby certify that I am the duly elected or appointed City Clerk of the City of Gallup, a political subdivision or agency of the State of New Mexico, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into that certain Lease Agreement dated _____, 2015, between such entity and Lessor.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Jackie McKinney	Mayor	_____
Maryann Ustick	City Manager	_____
Patricia Holland	Chief Financial Officer	_____

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto this day of _____, 2015.

Alfred Abeita, City Clerk

EXHIBIT F
CERTIFICATE OF APPROPRIATION
Attachment to Lease Agreement
FORMAL BID NO. 1503

I, Patricia Holland, Chief Financial Officer, of the City of Gallup, New Mexico ("Lessee") hereby certify that all Lease payments due by Lessee under that certain Lease Agreement dated as of _____, 2015, between Lessee and _____ ("Lessor"), for the fiscal year ending June 30, 2016, are within such fiscal year's budget for Lessee and within an available, unexhausted and unencumbered appropriation for Lessee.

IN WITNESS WHEREOF, I have set my hand this day of _____, 2015.

City of Gallup
LESSEE

By: _____

Title: _____

EXHIBIT G
SELF-INSURED INSURANCE CERTIFICATION
Attachment to Lease Agreement
FORMAL BID NO. 1503

Re: Lease Agreement Dated _____ , 2015

It shall be understood that the Lessee is self-insured with respect to all its insurance risks which risks include, but are not limited to, the Leased Carts which is the subject matter of this Lease Agreement. Lessee further states that should the Lessee cease to be self-insured that it will either purchase insurance or provide insurance under its then acquired master policy. In the event that the Lessee should cease to be self-insured, this certificate shall become null and void and the Lessee shall notify the Lessor of such change and comply with the requirements to obtain insurance in the form of single policy or under a master policy.

City of Gallup
LESSEE

By: _____

Name: _____

Title: _____

