



**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. 1811**

**Pest Control Services for City of Gallup Facilities  
Multi-Term Contract**

**ISSUE DATE: April 23, 2018**  
**BID OPENING DATE: May 15, 2018**  
**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**

**ACKNOWLEDGMENT OF RECEIPT OF BID**

**Formal Bid No. 1811**

Water Distribution Systems Maintenance Material

In acknowledgment of receipt of this BID the undersigned agrees that they have received a complete copy of this Bid consisting of twenty-eight (28) 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 **May 4, 2018**. **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: [frodriguez@gallupnm.gov](mailto:frodriguez@gallupnm.gov)

**Please return this form no later than May 4, 2018**

**ADVERTISEMENT FOR BIDS**

CITY OF GALLUP, NEW MEXICO

FORMAL BID NO. 1811

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

**Pest Control Services for City of Gallup Facilities**  
**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. Bids may also be viewed and downloaded on the City of Gallup website at <http://www.gallupnm.gov/Bids>

Sealed bids for such will be received at the City of Gallup Purchasing Department until **2:00 P.M. (LOCAL TIME)** on **May 15, 2018** 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 1811. **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 Agent, at 505-863-1334; Email: [frrodriguez@gallupnm.gov](mailto:frrodriguez@gallupnm.gov)

Dated the 18th Day of April, 2018

By: /S/ Jackie McKinney, Mayor

**CLASSIFIED LEGAL COLUMN:**

*Gallup Sun Publishing Date: Friday - April 20, 2018*

**GENERAL CONDITIONS**

**FORMAL BID NO. 1811**

**SEALED BIDS:** All bids must be submitted in a sealed envelope and shall not be opened and considered if they are not received at the City of Gallup Purchasing Department, Municipal Building, 110 West Aztec, Gallup, New Mexico 87301 (mailing address: City of Gallup Purchasing Department; Municipal Building; P.O. Box 1270; Gallup, New Mexico 87305) prior to the time specified for the Bid Opening. All sealed bids must be submitted on the Bid Document Originals or Forms, or reasonable facsimile, furnished by the City of Gallup. All bids must be signed by a responsible and authorized person for the bidding firm. Each bidder must also fill-in areas for Delivery Date and Payment Terms; failure to do so may result in disqualification of their respective bid. **NOTE:** Fax or electronically transmitted Bids are **NOT** accepted on the City of Gallup **Formal Bids**. Bids submitted after the Bid Opening date and time will not be considered and will be returned unopened. Bids will be opened in the Purchasing Department Conference Room.

Physical Address

City of Gallup (City Hall)  
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 **May 15, 2018** at 2:00 P.M. local time.

**MAILING:** Bidder to utilize the City's self-addressed label on their return mailing envelope or package. If sent by overnight method (Federal-Express, UPS Next Day Air etc.) please **note bid number on exterior of envelope**. Failure to do so will not constitute a liability on the City if the Bid is misplaced or lost.

**Please return two sets of the Invitation to Bid packages to the Purchasing Department, the original and a photo copy.**

**SPECIFICATIONS:** Specifications, as included in this Bid, are intended to indicate the requirements of the City of Gallup and give an accurate description of minimum standards acceptable. All items equal or equivalent to these requirements and standards will be considered, except where otherwise noted.

**MINOR DEVIATIONS OR IRREGULARITIES:** The City reserves the right to accept **minor** modifications to or deviations from any specification, except where otherwise noted, as long as the proposed material meets the intent of the specifications. The City will be the sole entity to determine the acceptance or non-acceptance of any such modifications or deviations.

**EQUIVALENTS:** Equals or equivalents to these specifications will be considered provided Bidder furnishes sufficient proof that their offer meets or exceeds the intent of these specifications, unless the specifications state that no substitutions or equivalents are allowed. Failure to submit sufficient data/literature to allow a thorough evaluation of your bid may be cause for rejection of your bid. Therefore, include copies of all pertinent data, specifications, or descriptive literature. The City will be the sole entity to determine the acceptance or non-acceptance of any modifications or deviations. The acceptance or rejection of equivalents shall be determined solely by the City of Gallup.

**NEW EQUIPMENT:** Unless otherwise stated all goods or material must be new and the latest in production.

**WARRANTY:** Offeror agrees that all Manufacturers' Warranties shall inure to the benefit of the City and all rights and remedies provided in such warranties shall extend to the City

**BRAND NAMES:** Where a product or brand name is indicated in the specifications, it shall mean "minimum acceptable level" or minimum quality required" by the City unless the specifications state that no substitutions or equivalents are allowed. If the Bidder is offering, as an equal or equivalent, an item other than the one specified then the manufacturer's name and model number of that item must be specified in the offer and sufficient specification and descriptive data and literature provided to permit a thorough evaluation. Failure to provide appropriate information may result in disqualification of the offer.

Bidders must state the brand name and model being bid and provide proof that the merchandise bid is **equal or equivalent** to the specifications. Unless the bidder clearly indicates in his bid that he is offering an "equal" product, his bid shall be considered as offering a brand name product referenced in the Bid Schedule.

**FORMS COMPLETION:** Bidders to indicate compliance or exception to specifications. Exceptions to the specifications shall be listed and fully explained on a separate page entitled Aexceptions to specifications. The exceptions shall refer to the specification page and paragraph number the nature of each exception should be described in as much detail as necessary. Failure to do so may be reason to reject your bid.

**STANDARD OF QUALITY:** The similarity to any brand name is for the purpose of describing a standard of quality, performance and characteristics desired and not intended to limit or restrict competition. Bidders must state the brand name and model being bid and provide proof that the merchandise bid is **equal or equivalent** to the specifications. The City shall be the sole entity to determine acceptance or non-acceptance of equivalents.

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

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

**NON-CONFORMING MATERIAL:** If the City of Gallup issues a Purchase Order and upon receipt the material does not meet the Specifications, the City will return the material Freight Collect, and at its option cancel the order and recover from the vendor any damages suffered.

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

**PAYMENT OR ACCEPTANCE NOT CONCLUSIVE:** Vendor will supply the City with invoice for payment. No payment made under this contract shall be conclusive evidence of the performance of this contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the Bidder from corrections of the defects. The final acceptance shall not be binding upon the City, nor conclusive, should it subsequently develop the Bidder has furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such

conditions become evident, the City shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the Bidder.

**BUSINESS LICENSE:** Bidders are advised that they must have or obtain a current City of Gallup Business License for the type of material or services required under this contract before work commences or a purchase order issued.

**F.O.B. POINT:** All material 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 in New Mexico as regulated by the New Mexico Department of Agriculture for the work required and shall obtain all necessary permits and additional licenses required. All other permits or licenses required shall be the responsibility of the Contractor. Licenses shall be valid at the time of bid opening.

**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://sterlingcodifiers.com/codebook/index.php?book\\_id=635&chapter\\_id=44330](http://sterlingcodifiers.com/codebook/index.php?book_id=635&chapter_id=44330)

The State of New Mexico and the City of Gallup also grant a preference for qualified New Mexico Resident Businesses or Resident Veterans Businesses certified by the State of New Mexico Department of Taxation and Revenue, in accordance with Sections 13-1-21 to 13-1-22 NMSA 1978. **You must furnish a copy of your State of New Mexico Resident Business or Resident Veterans Business Certificate with your bid to be considered for the in-state preference.** For information on State of New Mexico resident business or Resident Veterans Business certification call 505-827-0951 or to download applications, go to:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

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

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

**CONTACT INFORMATION:** Questions or clarifications regarding any phase of this solicitation, including specifications, shall be directed to Frances Rodriguez, Purchasing Agent, P.O. Box 1270, Gallup, New Mexico 87305; Telephone: (505)863-1334; Fax: (505)722-5133; Email: [frdriguez@gallupnm.gov](mailto:frdriguez@gallupnm.gov) who shall be the sole point of contact for this bid. Questions submitted after May 4, 2018 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 on this Bid will be awarded by 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. 1811**

**ELECTRONIC COMMUNICATIONS:** Communications regarding this procurement, including issuance of any amendments, may be conducted by electronic means (e-mail or fax). However, electronic submittals of the Bid whether by fax or other electronic means are not acceptable as noted in the General Conditions.

**UNIT PRICES:** Typographical errors, errors in extending unit prices, arithmetic errors or errors clearly evident on the face of the bid document may be corrected in accordance with the Procurement Ordinance and Procurement Regulations. Discrepancies involving the incorrect extension of unit prices shall be resolved in favor of unit prices as unit prices cannot be corrected.

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

**CONTRACT TERM:** This is an indefinite quantity contract of four (4) years duration from date of acceptance through June 30, 2019, and shall automatically renew for three (3) additional one (1) year period through June 30, 2022 unless sooner terminated in accordance with the terms and conditions of this bid. If the lowest qualified bidder is unable to fulfill an order or bidder's prices exceed market prices the City reserves the right to surpass this bid and order from the best available source.

**QUANTITIES:** This is an indefinite quantity contract from which the City may place orders on an as needed basis. Quantities listed are estimates of the City's needs on an annual basis. Actual usage may vary. The City does not guarantee the purchase of any specific minimum quantities, nor may any material be shipped or delivered without a valid purchase order number issued by the City.

**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.

**EXISTING AGREEMENT:** Under the terms and conditions of this bid, all public bodies allowed by law may procure the supplies or services under this bid as described herein. The terms and conditions of this bid shall form a part of each order issued herein. Each public body shall be responsible for their own orders and the City of Gallup accepts no responsibility for other entities.

**ACKNOWLEDGEMENT OF RECEIPT:** The Acknowledgment of Receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on June 17, 2013. **Only potential bidders who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all written questions and the City's written responses to those questions as well as copies of Amendments, if any are issued.**

**BID DOCUMENTS:** Bid documents may be retrieved by accessing the Purchasing page of the City of Gallup website, [www.gallupnm.gov/bids](http://www.gallupnm.gov/bids), by calling (505) 863-1232 or visiting the Central Purchasing Office at 110 West Aztec, Gallup, NM 87301.

The City of Gallup will notify vendors of record of amendments/addenda that are issued. If not a vendor of record or if solicitation was downloaded through City of Gallup website, it shall be vendor's responsibility to check website frequently for copies of any addenda/amendments or correspondence concerning the solicitation. Failure to acknowledge all addenda could result in rejection of your bid/proposal as non-responsive. In the case of an inconsistency between information on 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 or submit applications log on at:  
<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

CITY OF GALLUP  
FORMAL BID NO. 1811

**INSURANCE REQUIREMENTS**

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

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

**COMPREHENSIVE GENERAL LIABILITY**

BODILY INJURY:	\$1,000,000 EACH OCCURENCE
	\$1,000,000 ANNUAL AGGREGATE
PERSONAL INJURY	\$1,000,000 ANNUAL AGREGATE
PROPERTY DAMAGE	\$1,000,000 EACH OCCURENCE
	\$1,000,000 ANNUAL AGGREGATE

**AUTOMOTIVE LIABILITY (OWNED, NON-OWNED HIRED)**

BODILY INJURY	\$1,000,000 EACH PERSON
	\$1,000,000 EACH ACCIDENT
PROPERTY DAMAGE	\$1,000,000 EACH OCCURRENCE

**PRODUCTS AND COMPLETED OPERATIONS**

SAME LIMITS AS ABOVE

INDEPENDENT CONTRACTORS SAME LIMITS AS ABOVE

WORKMAN'S COMPENSATION STATUTORY

EMPLOYERS LIABILITY \$1,000,000

ALL CERTIFICATES OF INSURANCE SHALL NAME THE CITY OF GALLUP AS OWNER AND ADDITIONAL INSURED, AND STATE THAT 30 DAYS WRITTEN NOTICE WILL BE GIVEN TO THE OWNER BEFORE THE POLICY IS CANCELLED OR CHANGED.

CITY OF GALLUP  
FORMAL BID NO. 1811

**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. 1811

**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, 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 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 there under, shall be assigned or transferred by the Vendor, except as expressly authorized in writing by the City of Gallup Procurement Administrator. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City of Gallup as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City of Gallup.

5. DISCOUNTS. Except in the case of tie bids, prompt payment discounts will not be considered in computing the low bid. Discounts for payment will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.

6. INSPECTION. Final inspection and acceptance will be made at the site. Goods rejected at the site for non-conformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.

7. INSPECTION OF PLANT. The City of Gallup Procurement Administrator may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

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

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

10. DEFAULT. The City of Gallup reserves the right to cancel all or any part of this order without cost to the City of Gallup, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein,

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

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

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

13. METHOD OF AWARD. A contract will be awarded on a Total All or None basis where indicated based on pricing and compliance with the specifications and requirements for each group of materials. City of Gallup reserves the right to waive irregularities, reject offers in whole or in part, and award this Bid in the best interest of the City of Gallup.

14. RIGHT TO DISCONTINUE PROCUREMENT. The City of Gallup reserves the right to cancel this INVITATION TO BID at any time, and to reject any or all bids, or otherwise to proceed in the best interests of the City of Gallup. This in no manner obligates the City of Gallup or any of its agencies to the eventual purchase of any product or service, whether explicitly described or implied herein, until confirmed by a written contract and/or Purchase Order.

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

16. LATE BIDS. Any bid received after the specified time and date will be declared a "Late Bid" and will NOT be considered.

17. SPECIAL INSTRUCTIONS. A. To preclude possible errors and/or misinterpretations, bid prices must be affixed LEGIBLY in ink, or typewritten. Corrections or changes must be signed or initialed by bidder prior to schedule bid opening. Failure to do so will be just cause for rejection of bid.

A. Bidders shall hold their bid pricing for 30 days after bid opening.

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

CITY OF GALLUP  
FORMAL BID NO. 1811

**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 materials, or services supplied under this solicitation shall meet and comply will all current applicable Federal, State, and local laws, codes, standards, and regulations, and applicable industry safety standards and requirements.

The Contractor shall be properly licensed and qualified to furnish services and to perform the required work under applicable licensing statutes of the State of New Mexico and other applicable regulatory agencies. Contractor shall comply with all applicable Federal, State and local government codes, laws, regulations, and requirements in the performance of the work described herein.

**1B. INDEPENDENT CONTRACTOR.**

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

**1C. INDEMNITY.**

The Contractor agrees, as material consideration for this Agreement, to defend, indemnify, and hold harmless the City of Gallup, its Elected Officials, Agents, and employees from and against any and all claims arising out of any asserted negligent act, error or omission of the Contractor, its officers, directors, employees or agents or arising in any way from this agreement or the Contractor's activities hereunder. The indemnity agreed to in this paragraph shall not extend to liabilities, claims, damages, losses or expenses, including attorney fees arising out of: The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the City of Gallup, or the agents or employees of the City of Gallup, or the giving of or the failure to give directions or instructions by the City of Gallup, or the agents or employees of the City of Gallup, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

**1D. TERMINATION OF CONTRACT:**

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

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

#### 1E APPROPRIATIONS:

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

#### 1F. GOVERNING LAW.

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

CITY OF GALLUP  
FORMAL BID NO. 1811

**SCOPE OF SERVICES**

**I. INTRODUCTION**

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

**II. SERVICE**

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

- 1. Insect control is defined as those measures necessary to control crawling and flying insect populations, including spiders.
- 2. Rodent control is defined as those measures necessary to control mice, rats and/or other mammalian species.

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

- C. Method of Application:

- 1. Interior spray of insects will be odorless and applies on all baseboards, around cabinets, in cracks and crevices, and wherever else insects may nest or inhabit. Dusting chemical may be applied in areas that are hard to reach or could be refuge for insects.
- 2. Bait stations will be placed or applied for the control of rodents where deemed necessary or evidence indicates the need for control measures.

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

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

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

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

**III. SAFETY**



- A. No chemical or product shall be used in any manner inconsistent with its labeling.
- B. MSDS sheets shall be supplied to the using department for all chemicals applied.
- C. All products utilized shall be properly registered and labeled for the control of the pests which they are being applied.

#### IV. **RESPONSIBILITIES**

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

#### V. **LOCATIONS**

- A. The building locations are described on the Bid Proposal Form. Bidders NOT familiar with the locations are encouraged to schedule a site visit, please contact Frances Rodriguez, Purchasing Director at (505) 863-1334. Failure to do so is entirely at the risk of the contractor and will not be recognized as basis or claim for extra compensation. Deadline to request a visit will be May 7, 2018 at 5:00 p.m. (local time).
- B. The City reserves the right to add or delete locations as needed.
  - 1. The Contractor is to provide price for new locations to Joann Schmaltz, Facility Manager. Service for new location shall not begin until confirmed in writing from the Purchasing Department.
- C. Accessibility to Buildings:
  - 1. Unless otherwise specified, service will be rendered between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday, unless other arrangements have been made with Contractor and Facilities Manager.
  - 2. Contractor shall schedule timing of regular visits with the individual departments.
  - 3. Special conditions may require the application of services when the building is vacated or outside of normal business hours. There will be no additional charge for this service.

#### VI. **INSURANCE**

- A. Contractors are required to submit insurance prior to commencing services under this bid, including Commercial Liability, Automotive and property damage liability insurance, and Workmen's Compensation Insurance if required by law.
- B. Contractor agrees to indemnify and hold harmless the City of Gallup, its elected officials and employees against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or property damage caused by or resulting from Contractor's and/or its employees own negligent acts or omissions while Contractor and/or its employees perform or fail to perform its obligation and duties under the term of this agreement. award

**VII. PAYMENT**

- A. Payment will be made on a monthly basis within thirty (30) working days after receipt of itemized invoices from the Contractor.
- B. New Mexico Gross Receipts Tax (NMGRT) shall be listed on the invoice as a separate line item. The City shall be responsible for NMGRT, but will not be a factor in award.

**VIII. CONTRACT PERIOD**

Term of this agreement shall be from Date of Award through June 30, 2019. This contract shall **AUTOMATICALLY RENEW** annually through **June 30, 2022** at the same terms and conditions. The City may cancel this contract as otherwise provided in the Terms & Conditions of the bid.

**IX. CORRESPONDENCE**

All correspondence shall be addressed to the Purchasing Department:

Mailing Address:

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

Physical Address:

City of Gallup  
Purchasing Department  
110 West Aztec  
Gallup, New Mexico 87301

Telephone Number: (505) 863-1232

Fax Number: (505) 722- 5133

CITY OF GALLUP  
FORMAL BID NO. 1811

**COST PROPOSAL**

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	Municipal Building (City Hall) 110 West Aztec	Qtrly	4	\$_____	\$_____
2.	El Morro Theatre 207 W. Coal Ave.	Month	12	\$_____	\$_____
3.	Gallup Joint Utilities (Including north basement) 230 S. Second Street	Qtrly	4	\$_____	\$_____
4.	Red Rock Park Museum 5757 Red Rock Park Drive	Month	12	\$_____	\$_____
5.	Red Rock Park Convention Center (2conference rooms, dining room & kitchen) 5757 Red Rock Park Drive	Month	12	\$_____	\$_____
6.	Red Rock Park Concession Stand 5757 Red Rock Park Drive	Month	12	\$_____	\$_____
7.	Red Rock Park Post Office 5757 Red Rock Park Drive	Qtrly	4	\$_____	\$_____
8.	Red Rock Park Trading Post and Apartment 5757 Red Rock Park Drive	Qtrly	4	\$_____	\$_____
9.	Red Rock Hospitality Room 5757 Red Rock Park Drive	Qtrly	4	\$_____	\$_____
10.	Red Rock Camp Ground (6) Restrooms 5757 Red Rock Park Drive	Qtrly	4	\$_____	\$_____
11.	Red Rock Park Arena Restrooms 5757 Red Rock Park Drive	Qtrly	4	\$_____	\$_____
12.	Rex Museum 301 West Historic Highway 66 (main floor)	Qtrly	4	\$_____	\$_____
13.	Children's Library (Including South Basement) 200 W. Aztec Ave.	Month	12	\$_____	\$_____
14.	Octavia Fellin Public Library 115 West Hill Street	Month	12	\$_____	\$_____
15.	Police Law Enforcement Building (Includes main building and training facilities) 451 State Road 564 (Boardman Drive)	Bi-Mthly	24	\$_____	\$_____

16.	Municipal Court 451 State Road 564	Bi- Mthly	24	\$ _____	\$ _____
17.	Fire Station No. 1 (South Side Main) 1800 South Second Street	Month	12	\$ _____	\$ _____
18.	Fire Station No. 2 (North Side) 911 W Lincoln Ave.	Month	12	\$ _____	\$ _____
19.	Fire Station No. 3 (East Side) 3700 Church Rock Street	Month	12	\$ _____	\$ _____
20.	Fire Station No. 4 (West Side) 707 Rico Street	Month	12	\$ _____	\$ _____
21.	Fire Station No. 5 (Airport) 2139 W. Hwy 66	As Needed		\$ _____	\$ _____
22.	Fire Station No. 6 2442 E. Aztec Avenue	As Needed		\$ _____	\$ _____
23.	Fire Station Admin. Prevention Building 827 E. JM Montoya Blvd	Month	12	\$ _____	\$ _____
24.	Electric Department 1890 Warehouse Lane	Month	12	\$ _____	\$ _____
25.	Municipal Warehouse 1900 Warehouse Lane	Month	12	\$ _____	\$ _____
26.	Street Department Sweeper Shop 1840 Warehouse Lane	Month	12	\$ _____	\$ _____
27.	Street Department (Traffic Bldg.) 1830 Warehouse Lane	Month	12	\$ _____	\$ _____
28.	Larry Bryan Mitchell Recreation Center 700 JM Montoya Blvd.	Month	12	\$ _____	\$ _____
29.	North Side Senior Center 607 N. Fourth Street	Month	12	\$ _____	\$ _____
30.	Boys & Girls Club (includes gym) 416 W. Princeton Street	Qtrly	4	\$ _____	\$ _____
31.	Medical Clinic 610 North Fifth Street	Month	12	\$ _____	\$ _____
32.	Parks Department Office 906 Tafoya Drive	Month	12	\$ _____	\$ _____
33.	Maxwell Parks Shop 404 W. Maxwell Avenue	Month	12	\$ _____	\$ _____
34.	Sports Complex Ball Parks Concession 925 Park Avenue	Month	12	\$ _____	\$ _____

35.	Father Dunstan Park Concession 924 S 4th Street	Month	12	\$ _____	\$ _____
36.	Veteran's Memorial Park Concession, Ford Canyon (Includes Pee Wee Reese- Mickey Mantle (upper); Girls (middle); Staffie Memorial Little League (lower)	Month	12	\$ _____	\$ _____
37.	Indian Hills Concession 3706 Church Rock Street	Month	12	\$ _____	\$ _____
38.	Washington Park Football Concession 631 N. Sixth Street	Month	12	\$ _____	\$ _____
39.	T-Ball Park Concession 830A W. Wilson Ave.	Month	12	\$ _____	\$ _____
40.	Harold Runnels Athletic Center 720 E. Wilson Ave	Month	12	\$ _____	\$ _____
41.	Veterans Building (formerly FC Seniors) 908 Buena Vista Are	Month	12	\$ _____	\$ _____
42.	PAL Boxing Center 204 W. Maloney	Month	12	\$ _____	\$ _____
43.	Fox Run Municipal Golf Course (Includes Maintenance Bldg., & Pro Shop) 1109 Susan Drive	Qtrly	4	\$ _____	\$ _____
44.	The Fitness Center 700 Old Zuni Road	Month	12	\$ _____	\$ _____
45.	Aquatic Center 620 S. Boardman Drive	Month	12	\$ _____	\$ _____
46.	Water Department and Welding Shop 1920 Warehouse Lane	Month	12	\$ _____	\$ _____
47.	Wastewater Building #17 800 Sweetwater Road	Month	12	\$ _____	\$ _____
48.	Vehicle Service Center 1940 Warehouse Lane	Qtrly	4	\$ _____	\$ _____
49.	Solid Waste Department 1820 Warehouse Lane	Month	12	\$ _____	\$ _____
50.	Construction Department 1802 Warehouse Lane	Month	12	\$ _____	\$ _____

**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: \_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

Name Printed or Typed

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

\_\_\_\_\_

Signature

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

AMENDMENT No. ____	Date _____	Initials: _____
AMENDMENT No. ____	Date _____	Initials: _____
AMENDMENT No. ____	Date _____	Initials: _____
AMENDMENT No. ____	Date _____	Initials: _____
AMENDMENT No. ____	Date _____	Initials: _____
AMENDMENT No. ____	Date _____	Initials: _____

Failure to acknowledge receipt as provided above may be sufficient grounds for disqualification of the bidder and rejection of his proposal. It shall be the contractor's responsibility to become fully advised of all addenda prior to submitting a bid.

**Bidder's Checklist of Submittal Documents**

- Bidders **MUST** include a Copy of their New Mexico Resident Business or New Mexico Resident Veteran's Business Certificate issued by the State Taxation and Revenue Dept. (if applicable), to qualify for application of the State Preference to the bid)
- Cost Proposal, Pages 20-21
- Acknowledge Receipt of Amendments (if any), Page 22
- Exceptions to Specifications, Page 23
- A current IRS Form W-9

**EXCEPTIONS TO SPECIFICATIONS**

CITY OF GALLUP  
PURCHASING

**FORMAL BID NO. 1811**

IN THE INTEREST OF FAIRNESS AND SOUND BUSINESS PRACTICE, IT IS MANDATORY THAT YOU STATE ANY EXCEPTIONS TAKEN BY YOU TO OUR SPECIFICATIONS.

IF YOUR BID DOES NOT MEET ALL OF OUR SPECIFICATIONS, YOU MUST SO STATE ON THE SPACES PROVIDED BELOW. ATTACH ADDITIONAL PAGES AS NECESSARY.

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IF YOUR BID DOES NOT MEET OUR SPECIFICATIONS, AND YOUR EXCEPTIONS ARE NOT LISTED ABOVE IN THE SPACES PROVIDED, THE CITY OF GALLUP MAY DISREGARD YOUR BID.

SIGNED: \_\_\_\_\_  
I DO MEET SPECIFICATIONS

\_\_\_\_\_  
I DO NOT MEET SPECIFICATIONS AS LISTED IN THIS BID; EXCEPTIONS ARE NOTED ABOVE

**(SIGN ONE OF THE ABOVE)**

**DRAFT AGREEMENT  
PEST CONTROL SERVICES**

THIS AGREEMENT, entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between \_\_\_\_\_ herein called the “Contractor” and the City of Gallup, herein called the “City”.

**SCOPE OF WORK:**

Provide Pest Control Services for the various City of Gallup facilities as described in City of Gallup Formal Bid No. 1811. As also stated in bid documents, the City of Gallup has the right to add or delete locations as needed.

**PAYMENT:**

Payment and pricing for services shall be as outlined in the General Conditions. Invoices for services shall be presented to the City for approval and verification. Invoices shall concur with cost proposal pricing submitted by contractor (copy attached).

**TERM:**

- a. Subject to the parties executing this contract, the term of this Agreement shall be \_\_\_\_\_ effective from \_\_\_\_\_, 2018 to June 30, 2019 unless terminated, renewed or \_\_\_\_\_ amended by either party.
- b. The City shall AUTOMATICALLY RENEW this contract for an additional three (3) one- year period(s) at the same terms and conditions and mutually agreeable prices through June 30, 2022.

**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.

If either party should fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party should violate any of the covenants, agreements, or stipulations of this Agreement, such party, in addition to remedies available under the terms of this Agreement thereupon shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination.

This Agreement may be terminated without cause by either of the parties hereto upon written notice delivered to the other party 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.

**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, its officers, directors, agents, 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.

**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. 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.

**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.

**SUBCONTRACTING:**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the City.

**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.

**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.

**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.

**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 approval of the City.

**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.

**AMENDMENT:**

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

**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.

**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.

**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.

**INSURANCE:**

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

**APPLICABLE LAW:**

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

**CONTINUATION:**

This agreement can be continued on a month-to-month basis with the written mutual consent of both parties.

**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.

**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.

**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:

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

Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**CONTRACTOR:**

\_\_\_\_\_

BY: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name  
\_\_\_\_\_

Title

**CITY OF GALLUP, NEW MEXICO**

BY: \_\_\_\_\_  
Frances Rodriguez, Purchasing Director

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

Attest:

\_\_\_\_\_  
Alfred Abeita, City Clerk

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