CITY OF FARMINGTON
800 MUNICIPAL DRIVE
FARMINGTON, NEW MEXICO 87401

Trucking Services
BID #14-99303
July 10, 2013
2:00 P.M.

ACKNOWLEDGMENT OF RECEIPT FORM ..... PAGE 1
INVITATION TO BID ..... PAGES 2-6
NOTICE TO BIDDERS ..... PAGE 7
SPECIFICATIONS ..... PAGES 8-12
BID SCHEDULE ..... PAGE 13-14
VETERANS PREFERENCE CERTIFICATION FORM ..... EXHIBIT A
DRUG-FREE WORKPLACE CERTIFICATION FORM ..... EXHIBIT B

Trucking Services
BID #14-99303
July 10, 2013
2:00 P.M.

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgment of receipt of the distribution packet #14-99303, the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with Drug-Free Workplace Certification Form, Exhibit B, for a total of 16 Pages.

The acknowledgment of the receipt form should be signed and returned to the Buyer no later than July 2, 2013. Only potential Bidders who elect to return this form will receive copies of all future communications, relating to, and including amendments to #14-99303, if issued.

FIRM:_____

REPRESENTED BY:_____

TITLE:_____ PHONE NO.:_____

EMAIL:_____ FAX NO.:_____

ADDRESS:_____

CITY:_____ STATE:_____ ZIP CODE:_____

SIGNATURE:_____ DATE:_____

This name and address will be used for all correspondence related to document #14-99303

Firm **does/does not (circle one)** intend to respond to Trucking Services, #14-99303

If firm **does not** intend to reply, please give a brief reason for not responding._____
_____

Return To:

Kay Rose
Administrative Aide
City of Farmington
Central Purchasing
800 Municipal Drive
Farmington, NM 87401
krose@fmtn.org

Telephone Number: 505-599-1373
Fax Number: 505-599-1377
Faxed copies of this form will be accepted.
Faxed Bid responses **will not** be accepted.

INVITATION TO BID

****

BID TITLE: **Trucking Services**

BID #: **14-99303**

****

The following ARTICLES are made part of this Bid:

_X_ Article 1 - General Terms & Conditions

Article 2 - Special Conditions Supplies
Article 3 - Special Conditions Equipment
Article 4 - Special Conditions Vehicles
_X_ Article 5 - Specifications
_X_ Article 6 - Definitions

Sealed bid opening:
CITY OF FARMINGTON
CENTRAL PURCHASING DEPARTMENT
805 MUNICIPAL DRIVE
FARMINGTON, NM 87401
DATE: July 10, 2013 2:00 P.M.

PURCHASING OFFICER:

_____
Edward Smylie, CPPO

If you have any questions regarding this Invitation to Bid please contact:

BUYER:_____
Kay Rose
Telephone Number: (505) 599-1373

DEADLINE FOR QUESTIONS:
DATE: **July 2, 2013**
TIME: **2:00pm**

IMPORTANT - BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE BID NUMBER AND OPENING DATE CLEARLY INDICATED ON THE FRONT OF THE ENVELOPE. **EMAILED OR FAXED BIDS WILL NOT BE ACCEPTED.** SUBMITTING A "NO BID" IS NOT REQUIRED TO BE KEPT ON THE CITY'S BIDDERS LIST.

Sealed bids will be received until the above specified date and local time, then publicly opened at the City of Farmington Central Purchasing Department and read aloud. This bid is subject to the Purchase Order Terms and Conditions, Bidding Requirements, and Specifications.

BIDDER MUST COMPLETE THE FOLLOWING AND THIS PAGE MUST BE SUBMITTED WITH BID

_____
COMPANY NAME/MAILING ADDRESS/CITY/STATE/ZIP CODE (please print)

_____
CONTACT PERSON (please print) TELEPHONE NUMBER

_____
****** To be a valid bid, Bidder must Sign Here****** Title Email Address

In-State Preference will be applied only to those in-state certified bidders who have completed the following:
Bidder has received certification from the State of New Mexico for Resident Bidders Certification. Bidder has been issued Certification # _____ and is therefore eligible for the 5% preference. In-state certification approval is required at the time of the bid opening to be eligible for in-state preference.

Resident Veterans Preference will be applied only to those bidders who have completed the following along with the Resident Veterans Preference Certification form included in this bid:
Bidder has received certification from the State of New Mexico for Resident Veterans Preference. Bidder has been issued Certification #_____. Bidder must include their State of New Mexico certificate with their bid. Resident veterans preference certification approval is required at the time of the bid opening to be eligible for resident veterans preference.

Payment Terms:____%____Days, Net 30 Days After Receipt of Invoice (Discount will not be considered in computing the low bid.)
Federal Tax Identification Number:_____
F.O.B. Point: Destination Delivery: _____Calendar days
(F.O.B. Point Must be Destination, Unless otherwise indicated by the City of Farmington Purchasing Agent and/or enclosed Contract Documents)

Bidder must check the appropriate box below:
If applicable, BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S):
Addendum No. _____ Dated _____ Addendum No. _____ Dated_____
Addendum No. _____ Dated _____ Addendum No. _____ Dated_____

ARTICLE 1
GENERAL CONDITIONS

The following bid is made for furnishing materials or services for the City of Farmington, San Juan County, New Mexico.

The bidder declares that the amount and nature of the materials to be furnished is understood and that the nature of this bid is in strict accordance with the conditions set forth and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The bidder, in submitting this bid, represents that he is an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, and sex in the performance of this contract.

The bidder hereby proposes to furnish the items or services bid on, F.O.B. Farmington, New Mexico, at the unit prices quoted herein after notice of bid award.

Bidder must use the Bid Schedule provided and complete all information in the blanks provided. Failure to comply, or use of Bidder provided forms, may result in rejection of the Bid at the City's option.

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of the City.

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the Central Purchasing Office and requesting Department to be equal in all material respects to the brand name products referenced. 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.

Equal shall be taken in its general sense and shall not mean identical. Specifications are for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design and is in no way intended to prohibit the bidding of any manufacturer(s) item of equal material. The City of Farmington shall be the sole judge of equality in their best interest and decisions of the City of Farmington as to equality shall be final.

Pursuant to Section 13-1-108 NMSA 1978, the total amount bid shall exclude all applicable taxes including applicable state gross receipts tax or applicable local option tax. The City will pay for any taxes due on the contract and will pay any increase in applicable taxes which become effective after the date the contract is entered into in addition to the bid total based upon separate billings which the successful bidder shall submit with each request for payment. Taxes shall be shown as a separate amount on such billing or request for payment and shall separately identify each tax being billed.

To assist the City with budget preparation, the bidder shall complete the paragraph on the bid schedule of this bid and shall identify by name each tax bidder believes to be applicable to this bid and shall estimate the amount of each tax which will be charged on the entire bid.

Bidder's may submit more than one bid that meet or exceed specifications listed. Bidder's submitting more than one base bid should submit each bid in a separately sealed envelope labeled according to the requirements specified on Page 2, Invitation to Bid. Do not submit two base bids in the same envelope. Alternate Bids which offer exceptions to the specifications will be considered and should be submitted in a separately sealed envelope labeled as an alternate.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Purchasing Supervisor, the bidder shall be responsible for actual delivery of the bid to the Central Purchasing Department before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of the City of Farmington beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened.

Bids deposited with the City may be withdrawn prior to the time set for opening Bids. Request for non-consideration of Bids must be made in writing to the Central Purchasing Office and received by the City prior to the time set for opening Bids. After other bids are opened and publicly read, the Bid for which non-consideration is properly requested may be returned unopened. The bid may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that his bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

After Bids are opened and publicly read, the Bids will be tabulated for comparison on the basis of the bid prices and quantities shown in the Bid. Until final award by the City of Farmington, the City reserves the right to reject any or all Bids, to waive technicalities, and to re-advertise, or proceed to do the work otherwise when the best interests of the City will be realized hereby.

Bids will be considered irregular if they show any omissions, alteration of form, additions, conditions not called for, or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interest of the City.

The City reserves the right to reject any or all Bids, and all Bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

1. Bids received after the time limit for receiving Bids as stated in the advertisement.
2. Bid containing any irregularities.
3. Unbalanced value of any items.

Bidders may be disqualified and their Bids not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Bidders.
2. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the work contemplated.
3. The Bidder being interested in any litigation against the City.
4. The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
6. Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

The successful bidder may not assign his rights and duties under an award without the written consent of the City's Central Purchasing Office. Such consent shall not relieve the assignor of liability in event of default by his assignee.

Delivery date is an important factor to the City and may be required to be a part of each bid. The City of Farmington considers delivery time to be that period elapsing from the time the individual order is placed until that order or work there under is received by the City at the specified delivery location. The delivery date indicated a guaranteed delivery at

Farmington, New Mexico. In evaluating any guaranteed date of delivery, past delivery and service performance on previous City contracts will be considered. The City reserves the right to reject any bid if the guaranteed delivery date of any bidder is indicated unlikely because of the non-availability of stock in the vicinity of Farmington, New Mexico or failure of the bidder to meet guaranteed delivery dates or service performance on any previous City order

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F. O. B. Farmington, New Mexico all freight prepaid.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Central Purchasing office, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

All bids shall specify terms and conditions of payment which will be considered as part of, but not control, the award of bid. City review, inspections, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if the opinion of the Central Purchasing Office upon the review, inspections and processing procedures can be completed within the specified time.

It is the intention of the City of Farmington to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Central Purchasing Department and must be given a Purchase Order Number to be valid. All Purchase Orders will be paid upon completion of delivery and acceptance.

Payment will not be made by the City until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with City Purchasing procedures, unless this provision is waived by the City.

In case of default of the successful bidder, the City of Farmington may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current productions and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, he shall notify the Purchasing Agent immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

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.

The only approved contact shall be with the buyer listed in this bid. Bidders making contact with any other City official or City employee regarding this Bid may be disqualified.

All bids and related documents are subject to the “Inspection of Public Records Act,” Chapter 14, Article 2, NMSA 1978.

By law (Section 13-1-191, NMSA, 1978) the City is required to inform Bidders of the following: (1) it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); (2) it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); (3) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); (4) it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

Any protest by a Bidder must be timely and in conformance with Section 13-1-172, NMSA, 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive Bidders shall begin on the day following the City’s written notification to all responding Bidders. Protests must be written and must include the name and address of the protestor and the number assigned to this Bid by the City. It also must contain a statement of grounds for protest including appropriate supporting exhibits. The timely protest must be delivered to:

Purchasing Officer
Central Purchasing Division
City of Farmington
800 Municipal Drive (Mailing Address) OR
805 Municipal Drive (Physical Location)
Farmington, NM 87401-2663

ARTICLE 2

SPECIAL CONDITIONS
SUPPLIES

Periodic deliveries will be made only upon authorization of the Purchasing Department and shall be made if, as, and when required and ordered by the City at such intervals as directed by said Purchasing Department.

Deliveries shall be to the location identified in each order within the City of Farmington.

The quantities shown on the bid are estimated quantities only. The City of Farmington reserves the right to purchase more than or less than the quantities shown. In any event, the unit bid prices shall govern.

The Contract will be awarded at the prices bid for a period of time as set forth in the Bid Schedule.

Bidder warrants that all deliveries made under the Contract will be of the type and quality specified; and the City's Purchasing Agent may reject and/or refuse any delivery which falls below the quality specified in the specifications. The City shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded.

All manufacturers’ warranties shall insure to the benefit of the City, and replacement of defective materials shall be made promptly upon request.

Failure by the Contractor to make reasonable delivery as and when requested shall entitle the Purchasing Agent to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Contract for amounts, if any, paid by the City over and above the bid price.

All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the City, free and clear of any material man's, supplier's, or other liens.

Regardless of the award of a Contract hereunder, the City retains the right to purchase the same or similar materials or items from other sources should it be determined that doing so would be in the City's best interest, based on cost and quality considerations; however, in such event, the Contractor will be given the first option of meeting or rejecting the proposed alternate sources' lower price or higher quality.

Acceptance by the City of any delivery shall not relieve the Contractor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specification thereby waiving the City's right to request replacement of defective material.

ARTICLE 3

SPECIAL CONDITIONS
EQUIPMENT

Equipment other than current year models will not be considered as responsive to the Specifications. It is the intention of the City to purchase based on the Specifications, a standard production model. In addition to the equipment set out in the Specifications, the units shall include all equipment set out in the manufacturer's literature as standard equipment. They shall include all exterior moldings, name plates, medallions, series identifications, and chrome of every description that is usual for standard stock models of this series.

Compliance with or variations from the specifications must be noted as to each item on the Specification Sheet. This requirement must be met even though the Purchasing Agent may alter the specifications in the form of an addendum to accommodate variances. A request for a change in the specifications to accommodate a variation must be called to the attention of the Purchasing Agent at least 24 hours before the bid opening date.

All requests for such changes will be considered and the merits weighed. Only those changes in specifications deemed to be in the best interest of the City will be made. In the event of a change in specifications, an addendum will be supplied to bidders.

The unit shall be completely assembled, lubricated, adjusted, with all equipment including standard and extra equipment installed and the unit made ready for operation.

Bidders must fill in all information asked for in the blanks provided under each item. Failure to completely describe the equipment may result in rejection of the Bid. The City reserves the right to evaluate variations from the specifications and its judgment in such matters shall be conclusive.

The Bidder shall attach hereto, as part of this Bid, regularly printed literature published by the factory, which sets forth and describes the equipment he proposes to furnish.

Manufacturer's standard warranty for parts and labor must be included in this Bid.

For bids on more than one unit of equipment, the City reserves the right to make multiple purchases from more than one bidder if it deems such action to be in its best interest.

ARTICLE 4

SPECIAL CONDITIONS
VEHICLES

Vehicles other than current year models will not be considered as responsive to the specifications. It is the intention of the City to purchase based on the specifications, a standard production model. In addition to the equipment set out in the specifications, the units shall include all equipment set out in the manufacturer's literature as standard equipment. They shall include all exterior molding, name plates, medallions, series identifications, and chrome of every description that is usual for standard stock models of this series.

Compliance with or variations from the specifications must be noted as to each item on the Specification Sheet. This requirement must be met even though Central Purchasing may alter the specifications in the form of an addendum to accommodate variances. A request for change in the specifications to accommodate a variation must be called to the attention of the Central Purchasing Department at least 72 hours before the bid opening date.

All requests for such changes will be considered and the merits weighed. Only those changes in specifications deemed to be in the best interest of the City will be made. In the event of a change in specifications, an addendum will be supplied to bidders.

The units shall be completely assembled, lubricated, adjusted, with all equipment installed and the units made ready for continuous operation with a minimum of five (5) gallons of fuel.

The successful Bidder shall furnish a Manufacturer's Statement of Origin and owner's manual with delivery of each unit.

For bids on more than one unit of equipment, the City reserves the right to make multiple purchases from more than one Bidder if it deems such action to be in its best interest.

All equipment covered by this Bid shall be delivered from point of assembly to the City of Farmington area by railway freight or conveyed by truck. Exceptions to this must be received by the Central Purchasing Department in writing in this Bid form.

ARTICLE 5

SPECIFICATIONS

These specifications are based upon design and performance criteria which have been developed by the City of Farmington as a result of extensive research and careful analysis of the data. Subsequently, these specifications reflect the only type of equipment, material(s) or supplies that is/are acceptable at this time. Therefore, exceptions may be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The exceptions shall refer to the specification page and paragraph number. The Purchaser shall determine which (if any) exceptions are acceptable and this determination shall be final.

ARTICLE 6

DEFINITIONS

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the material/items to be procured or the Work to be performed.

Bidder - Any person, firm, or corporation submitting a Bid for the material/items or Work.

Calendar Day - A calendar day of twenty-four (24) hours measured from midnight to the next midnight.

City - The City of Farmington, New Mexico.

Contract Price - The total monies payable to Bidder or the price established for each of the payment items listed in the

Bid Schedule as the context indicates.

Dispute - Lack of agreement between any parties that have any obligations, duties or responsibilities under the terms of the Bid.

Proposal - The offer of a Bidder, on the prescribed form, to provide the material/items or perform the Work at the prices on the Bid Schedule.

State - The State of New Mexico.

CITY OF FARMINGTON, NEW MEXICO
NOTICE TO BIDDERS
Trucking Services, BID #14-99303
Opening Date: July 10, 2013 @ 2:00 P.M.

Bid documents may be retrieved by accessing the Purchasing page of the City of Farmington website, www.fmtn.org, by calling (505) 599-1373 or visiting the Central Purchasing Office at 805 Municipal Drive, Farmington, New Mexico. Deadline for questions is July 2, 2013 at 2:00pm.

The above document has been issued by the City of Farmington for a competitive solicitation. Interested parties may obtain documents as described above.

Publication Date: June 23, 2013

INSTRUCTIONS TO BIDDERS & SPECIFICATIONS

1. SCOPE OF WORK

1.1 The City of Farmington (City) is requesting bids from qualified firms (Bidder) to provide trucking services for various projects.

1.2 The priority project will be hauling material for the City's annual repaving project, scheduled for August 2013.

2. AWARD

2.1 It is the City's intent to award to the number of Bidders that will provide a minimum of five (5) tandem trucks and two (2) end dump trucks. The primary Bidder will be the lowest bidder, meeting specifications; the secondary Bidder will be the second lowest Bidder, meeting specifications. The third Bidder will be the third lowest Bidder, meeting specifications.

2.2 In the event the primary Bidder is unable to provide the service in the time required by the City, the secondary and third Bidder shall be notified in that order. In the event the Bidders are unable to provide the service in the time required by the City, the City reserves the right to contact another firm.

2.3 In the event of a tied hourly rate, the City will determine the award pursuant to Section 13-1-110: Competitive sealed bids; identical bids.

3. SPECIFICATIONS

3.1 Tabulation of the bid proposals will be made on the basis of the hourly rate for award recommendation to the City Council.

3.2 The City anticipates ordering quantities as shown on the Bid Schedule for the first term of this Agreement. The City does not guarantee a minimum amount to be purchased during the term of the contract. Quantities are estimated only and the City reserves the right to order more or less than the quantities listed.

3.3 Services provided will be on an "as needed" basis for each project.

3.4 Overtime rate applied to time worked in excess of normal eight (8) hours Monday through Friday. If any other rates are applicable, Bidder shall list them on a separate sheet and attach to this bid.

4. RATE PROPOSAL

4.1 The rates listed on the bid will include actual wages, insurance, fringe benefits and Bidder's overhead and profit; City assumes no insurance liability. Applicable taxes shall be listed separately on the Bid Schedule.

4.2 The rates listed are to be for equipment and operator rental rates only; City assumes no responsibility for maintenance or repair.

5. TERM

5.1 The term of the Agreement shall begin on August 1, 2013 and be in effect for one (1) year, subject to earlier termination pursuant to these Bid Specifications and the City of Farmington's General Terms and Conditions.

5.2 The Agreement shall renew automatically, subject to the appropriation of funds by City Council, for one (1) additional consecutive one-year period unless notice is given by either party to the other by U.S. Certified Mail of its intent not to renew.

5.3 A purchase order contract will be entered into between the City and the successful Bidder(s).

6. BIDDER'S RESPONSIBILITIES

6.1 Bidder shall, in the performance of any work, observe and comply with and insure observance and compliance by your agents, servants, employees with any and all applicable environmental, safety and health rules and regulations (including such as may require the wearing or use of any and all safety or protective equipment, clothing or device) promulgated and issued by City or by any federal, state or local governmental authority or agency relating to the subject matter, or product covered by the order or their performance there under. Bidder may be subject to cancellation for policy violation or uncorrected violations.

6.2 Bidder is required to obtain all necessary City, County, State or Federal permits or licenses and make copies of all such permits or licenses available to City's Purchasing Department.

7. INSURANCE REQUIREMENTS

7.1 INDEMNIFICATION; MINIMUM LIABILITY INSURANCE REQUIREMENTS - Contractor agrees to protect, defend, indemnify, and hold harmless City and its officials, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons, caused by Contractor. Contractor's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. Contractor further agrees to protect, defend, indemnify, and hold harmless the City and its officials, agents and employees from and against any and all claims or liability for compensation under the Workers' Compensation Act arising out of injuries sustained by any employee of Contractor.

7.2 CONTRACTOR'S COMMERCIAL GENERAL LIABILITY INSURANCE - Contractor shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, or disease, or death of any person including claims insured by standard personal injury liability, and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from Contractor's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the types and specific coverage herein described and be written for not less than any limits of liability specified in these Contract Documents or required by law, whichever is greater. Insurance must include coverage for independent contractors, products/completed operations, contractual liability, broad form property damage, and personal injury.

7.3 CONTRACTOR'S AUTOMOBILE LIABILITY INSURANCE - Contractor shall purchase and maintain such insurance as will protect him from claims for damages because of bodily injury, sickness, disease or death of any person, including claims insured by standard personal injury coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from the use of all owned, non-owned, or hired, automobile, vehicles, and other equipment both on and off work, arising from or in any way related to or as the result of Contractor's operations under the Agreement, whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts

any of them may be legally liable.

7.4 CONTRACTOR'S WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE - The Contractor shall comply with the provisions of the Workers' Compensation Act, the subsequent Injury Act, and Contractor shall procure and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance in accordance with New Mexico laws and regulations. Such insurance shall include coverage permitted under Sec. 52-1-10 N.M.S.A. 1978 for safety devices. If the Contractor elects to be self-insured, he shall comply with the applicable requirements of law. If any portion of the work is to be sub-let, the Contractor shall require the Subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such work. The City, its officers, or employees will not be responsible for any claims or actions occasioned by the failure of the Contractor to comply with the provisions of this paragraph.

7.4.1 If any class of employee is not protected under the Workers' Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability coverage as will protect him and the City against any claims resulting from injuries to and death of workers engaged in work under this contract.

7.5 COVERAGE LIMITS - Insurance coverage limits required to be carried by the Contractor under this Section shall be as follows:

7.5.1 Commercial General Liability Insurance and Commercial Automobile Liability Insurance limits of coverage shall be the limits established by the New Mexico Tort Claims Act or:

7.5.1.1 Combined Single Limit coverage of $1,000,000

7.5.2 Contractor's Workers' Compensation coverage shall be those established by applicable statutes. Employer's liability coverage shall be the limits established by the New Mexico Tort Claims Act or $1,000,000.

7.6 INCREASED LIMITS - If, during the term of the Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

7.7 CERTIFICATES OF INSURANCE - Contractor shall include as part of the Contract Documents certificates of insurance on forms acceptable to the City specified herein. The certificates shall specifically provide that the coverage afforded under the policy or policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to City.

7.8 ADDITIONAL BONDS AND INSURANCE - Prior to delivery of the executed Agreement by City to Contractor, City may require Contractor to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers, as City may require. If such other Bonds or such other insurance are specified by written instructions given prior to opening of Bids/Proposals, the premiums shall be paid by Contractor; if subsequent thereto, they shall be paid by City (except as otherwise provided).

7.9 CITY NAMED AS ADDITIONAL INSURED, CROSS LIABILITY PROVISIONS, AND WAIVER OF SUBROGATION - The City shall be named as an additional insured on all policies and all policies shall include cross liability provisions. Workers' Compensation coverage shall include a waiver of subrogation in favor of the City.

8. TERMINATION

8.1 Termination for Cause - If, through any cause, Bidder fails to fulfill in a timely and proper manner Bidder's obligations under this Agreement or if Bidder violates any of the covenants, agreements, or stipulations of this Agreement, the City may order Bidder by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If Bidder fails to correct the deficiency within the time period specified in such notice, which time period shall be reasonable under the circumstances, the City Manager shall have the right to immediately terminate this Agreement. The Bidder shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder prior to such termination.

Notwithstanding the above, Bidder shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Bidder, and the City may withhold any payments to the Bidder for the purposes of set-off until such time as the exact amount of damages due the City from the Bidder is determined.

8.2 Termination for Convenience - The City Manager may terminate this contract at any time by giving at least thirty (30) days notice in writing to the Bidder. If this contract is terminated due to the fault of Bidder, item 8.1, above, relative to termination shall apply and no further compensation or reimbursement to Bidder shall be due. If terminated for any other reason, City will reimburse Bidder for all documented out-of-pocket expenses incurred in connection with this contract.

9. PAYMENT

9.1 For payment due for services rendered, the Bidder shall submit invoices at the end of each month. Invoice amounts shall be based on the total hours of service.

9.2 The Bidder shall provide an invoice which provides detailed billing for services provided no later than ninety (90) calendar days after the date services have been rendered. Invoices received after this time has elapsed may be considered null and void. The invoice shall reference the purchase order number assigned to this agreement.

9.3 The invoice shall be addressed as follows:

City of Farmington, Accounts Payable
800 Municipal Drive
Farmington, New Mexico 87401

9.4 Payments shall be paid to Bidder within 30 days contingent upon the following:

9.4.1 Application of payment discounts, if considered to be in the best interest of the City;

9.4.2 From date of receipt by the City of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the City;

9.4.3 On the condition that the Bidder has accomplished the Services to the satisfaction of the City. Any taxes (specifically including the New Mexico Gross Receipts tax), licenses, or other governmental fees and charges, are the responsibility of the Bidder.

10. DRUG/ALCOHOL TESTING POLICY:

10.1 The awarded Bidder must submit their drug-free work place policy to the City of Farmington within 24 hours of Notice of Award. If applicable, the Commercial Driver's License (CDL) requirements must be met within 24 hours of the Notice of Award. The CDL drug/alcohol

testing policies and procedures must comply with Department of Transportation (DOT) drug-testing regulations as set forth in CFR Part 40 and Part 382.

10.2 In addition, the Contractor must have in place a drug/alcohol free workplace policy that applies to all employees of this worksite. This policy should include provisions for reasonable suspicion, pre-employment, and post accident drug/alcohol testing.

11. COMMUNICATION

11.1 If Bidder is unable to perform work as scheduled, Bidder must contact the City of Farmington representative that ordered the service, at least eight hours prior to the scheduled start time.

11.1.1 Failure to call may result in being charged for the stand-by time.

12. RESIDENT VETERANS PREFERENCE

12.1 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.

12.2 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.

12.3 This preference is separate from the in-state preference and is not cumulative with that preference.

BID: TRUCKING SERVICES, BID #14-99303 OPENING DATE: July 10, 2013 @ 2:00 PM

ITEM	EST TERM QTY	UOM	DESCRIPTION	UNIT COST	TOTAL COST
CATEGORY 1: TANDUM					
1A.	1000	HRS	OPERATE A TANDEM TRUCK TO HAUL VARIOUS MATERIAL (10-wheel dump truck to accommodate 10 to 12 yard dumps)		
			TOTAL BID - CATEGORY ONE:		$
CATEGORY 2: END DUMP					
2A.	250	HRS	OPERATE AN END DUMP TO HAUL VARIOUS MATERIAL (trailer with end dump)		
			TOTAL BID - CATEGORY TWO:		$

NOTE: The City anticipates the need for five (5) tandems and two (2) end dumps
The estimated quantities are for the annual repaving project. Please list, below, the number of trucks your company has available for this project.
Number of tandem trucks available: _____
Number of end dump trucks available: _____

TYPE OF BID: CATEGORY BID

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 interst, 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 titled "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.

EXCEPTIONS TO SPECIFICATIONS: Pursuant to Article 5 of the General Conditions of this bid, any exceptions taken shall be noted on Bidder's business letterhead and submitted with this bid.

REQUIRED UNIT OF MEASURE: Bidder must correctly extend their bid line items based on the UOM (Unit of Measure) indicated for bid comparison purposes. Bidders submitting their bid with no extended pricing or total may be considered non-responsive.

Bids submitted are to be quoted and invoiced as per UOM listed on each line item. No other UOM will be accepted and the City reserves the right to reject the category or line item not quoted or invoiced as requested.

ESTIMATED TERM QUANTITIES: The City anticipates ordering quantities as shown on the Bid Schedule above for the first term of this Agreement. The City does not guarantee a minimum amount to be purchased during the term of the contract. Quantities are estimates only and the City reserves the right to order more or less than the quantities listed.

EXISTING PRICE AGREEMENT: The City reserves the right to allow other New Mexico City, County, or State Agencies to procure items listed above on this Bid during the term of this Price Agreement with the successful bidder. All items or services are estimated quantities and shall meet the same standards and specifications as specified in this bid.

TAX IDENTIFICATION

The City of Farmington issues Type 9 Non-Taxable Transaction Certificates (NTTC's) and is tax exempt for purchases of TANGIBLE PERSONAL PROPERTY ONLY. These certificates may not be used to purchase construction materials to be used in construction projects. To receive a NTTC please contact Accounts Payable at 505-599-1213. Determinations for applicable tax classification should be made by the Taxation and Revenue Department or your tax consultant. Please call 505-325-5049 for the Farmington branch or 505-827-0700 for the State office.

I, the official signature on the Bid Submittal Form, hereby swear I am duly authorized to legally bind the prospective bidder to this estimate of taxes certification. Hereby as Bidder, I certify that Bidder has made a diligent effort to ascertain and identify all taxes which will be charged to the City against this Bid and that, in Bidder's opinion, the taxes identified below and the amount shown for all of the taxes which will be charged in addition to the bid total shown on the above Bid Proposal Form. I affirm Bidder will submit payment on the State of New Mexico periodic CRS-1 report for actual taxes due, as estimtaed below, to the State of New Mexico Taxation and Revenue Department, accurately identifying the appropriate governmental entity to receive credit for taxes paid.

I am fully aware that this certification is made under penalty of perjury under the laws of the State of New Mexico.

Bidder's Initial Below to Certify Compliance

New Mexico Gross Receipts Tax	_____%	$_____	
Compensating Tax..	_____%	$_____	_____
Other.....	_____%	$_____	(Bidder - Initial Here)

FINANCIAL INTEREST - All Bidders must notify the City's Purchasing Officer if any employee(s) of the requesting department or the Central Purchasing Division have a financial interest in the bidder:

If Yes, please specify the employee(s) by name: _____

TENTATIVE COUNCIL APPROVAL SCHEDULE

Tentative Council Approval Date is scheduled for July 23, 2013, a letter of award and copy of the Abstract will be sent to the participating vendors as soon as possible after Council approval. This information will not be released over the telephone, but may be reviewed in person after authorization has been obtained through the City Clerk's office.

Exhibit A

Resident Veterans Preference Certification

_____ (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 1ending 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 1ending December 31 is more than $5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly 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.

Exhibit B

City of Farmington, New Mexico
Drug-Free Workplace Certification Form

Contractor:
Project Name:
Project Number:
Contract Control Number:

The Contractor named above hereby certifies to be in compliance with 49 CFR parts 40 and 382 by establishing a program designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles and to provide a workplace free of drug use and alcohol misuse. The above Contractor will:

1. Have in place a policy in compliance with 49 CFR Parts 40 and 382 that provides for pre-employment, post-accident, random, reasonable suspicion, return-to-duty, and follow -up testing for controlled substances and alcohol.

2. 49 CFR Part 382, section 382.603 requires that persons designated to supervise drivers receive at least 60 minutes of training on alcohol misuse and receive an additional 60 minutes of training on controlled substances use.

3. Have in place a drug free and alcohol free workplace policy that applies to everyone that works on the project described in the contract. The drug free and alcohol free workplace policy shall include an education and training program that informs employees about the following:

   a. The dangers of drug use and alcohol misuse in the workplace;
   b. The person's or organization's policy in maintaining a workplace free of drug use and alcohol misuse;
   c. Any available counseling, rehabilitation and employee assistance programs;
   d. Penalties that may be imposed upon employees for violations; and,
   e. Provisions for pre-employment and reasonable suspicion testing.

4. All of the contractor's employees who perform work on this project must be provided with a copy of the above referenced policies as those policies apply to them, i.e. not all employees are commercial drivers, but all employees would be subject to the drug-free and alcohol-free workplace policies.

5. That everyone who works on the contract agrees to abide by the terms of the Contractor's Statement as a condition of continued employment on the contract.

6. That no one who has tested positive within the past year will be allowed to perform work on this project.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of New Mexico.

OFFICIAL'S NAME	COMPANY NAME
DATE EXECUTED	EXECUTED IN THE COUNTY OF
CONTRACTOR'S SIGNATURE	
TITLE	
FEDERAL ID NUMBER	