



**BID # 2017-615**

**PEST CONTROL SERVICES**

**BID DUE DATE:**

**Wednesday, June 14, 2017, 2:00 P.M.**

City of Aztec  
Attn: Purchasing Office  
201 W Chaco  
Aztec, NM 87410

**LAST DAY FOR QUESTIONS:**

**Monday, June 5, 2017, 5:00 PM**

Submitted in writing to  
[klamb@aztecnm.gov](mailto:klamb@aztecnm.gov)

**BID OPENING DATE:**

**Wednesday, June 14, 2017, 4:00 P.M.**

City of Aztec  
Commission Room  
201 W Chaco  
Aztec, NM 87410

For further information contact:

Kathy Lamb  
Finance Director  
City of Aztec  
Phone: 505-334-7653  
Fax: 505-334-7649  
email: [klamb@aztecnm.gov](mailto:klamb@aztecnm.gov)

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**BID NOTICE**

**NOTICE OF INVITATION TO BID  
City of Aztec, NM  
Pest Control Services  
BID # 2017-615**

The City of Aztec is accepting bids for monthly pest control services. Bid documents and specifications may be obtained online by accessing the City's purchasing webpage through <http://www.aztecnm.gov/purchasing/office.htm> or by contacting Kathy Lamb at (505) 334-7653 [klamb@aztecnm.gov](mailto:klamb@aztecnm.gov)

Sealed bids will be received by the City of Aztec at 201 W. Chaco, Aztec, New Mexico, 87410 until Wednesday, June 14, 2017, 2:00 PM. Bids will be publicly opened on July 14, 2017, 4:00 PM, in the Commission Room, 201 W Chaco, Aztec NM 87410

Publication Date: May 28, 2017 Farmington Daily Times

**ACKNOWLEDGMENT OF RECEIPT FORM**

In acknowledgment of receipt of BID# **2017-615 PEST CONTROL SERVICES**, the undersigned agrees that he/she has received a complete copy of the bid documents and specifications from the City's website or other location.

The acknowledgment of receipt should be signed and returned to the Purchasing Office as soon as possible. Only potential Bidders/Offerors who elect to return this form will receive copies of all future communications, relating to, and including amendments to Bid **2017-615**, 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 this Bid.

Firm does/does not (circle one) intend to respond to BID **2017-615**.

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

\_\_\_\_\_

Return to:

Kathy Lamb  
Finance Director  
City of Aztec  
201 W. Chaco  
Aztec, New Mexico 87410  
Telephone Number: 505-334-7653  
Fax Number: 505-334-7649  
[klamb@aztecm.gov](mailto:klamb@aztecm.gov)

Faxed or emailed copies of this form will be accepted.  
Faxed or emailed **BID** responses **will NOT** be accepted

## BID CONDITIONS

### ARTICLE 1

#### GENERAL CONDITIONS

The following general conditions are for furnishing materials or services for the City of Aztec, 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 in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act and the Americans with Disabilities Act of 1990 (Public Law 101-336).

Unless otherwise stated, the bidder hereby proposes to furnish the items or services bid on, FOB, City of Aztec, 201 W Chaco, Aztec, New Mexico, at the unit prices quoted herein after notice of bid award.

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply 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.

The City reserves the right to make single or multiple awards.

The City further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and shall be made in the best interest 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 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 Aztec shall be the sole judge of equality in their best interest and decisions of the City of Aztec 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 receipt tax or applicable local option tax. Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by the City.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Purchasing Office, the bidder shall be responsible for actual delivery of the bid to the Purchasing Office 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 Aztec beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened. Bid deposited with the City cannot be withdrawn prior to the time set for opening Bids. Request for non-consideration of Bids must be made in writing to the 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 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 Aztec, 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, alternation of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities to make the award in the best interest of the City.

1. Bids received after the time limit for receiving Bids as stated in the advertisement.
2. Bids 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 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 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 Aztec 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 Aztec, 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 Aztec, 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 Aztec, 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 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 of 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 Purchasing Office upon the review, inspections and processing procedures can be completed within the specified time.

It is the intention of the City of Aztec to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arises. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Purchasing Office or requesting Department and must be given a Purchase Order Number to be valid.

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 procedure, unless this provision is waived by the City. In case of default of the successful bidder, the City of Aztec 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 Office 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.

**RESIDENT and VETERAN PREFERENCE:** The New Mexico Procurement Code, N.M.S.A. 1978, §§ 13-1-21 et seq. (Repl. 1992), as amended, provides for a preference which may be applied to the bids of qualified resident businesses and contractors. N.M.S.A. 1978, § 13-1-21 (does not apply if federal funds involved). Any Bidder desiring to qualify for a preference pursuant to this section must supply a preference number and certificate along with the Bid. However, Bidders should not attempt to include the preference in the bid. The City of Aztec shall adjust bids of businesses and contractors who qualify for a preference at the time of evaluation and award. Contact New Mexico Taxation and Revenue for information regarding the certification, 505-827-0951.

**MULTIPLE BIDS:** More than one bid submitted will be grounds for disqualification unless the prime offer is so designated with alternate bid clearly marked as such. No alternate bid will be awarded unless the same bidder has submitted the lowest prime bid meeting specifications. If the low bidder's alternate bid meets specifications, then the bid may be awarded to that alternate bid.

The only approved contact shall be with the Procurement Specialist 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 Office  
City of Aztec  
201 W Chaco  
Aztec NM 87410

Any protest concerning the award of a contract shall be decided by the Procurement Specialist. Protests shall be made in writing to the Purchasing Office and shall be filed within three (3) business days of final approval and acceptance of the bid by the City Commission. A protest is considered filed when received by the Purchasing Office. The written protest shall include the name and address of the protestor, the ITB number, a statement of the specific reasons for the protest and supporting exhibits. The Purchasing Specialist will respond to the written protest within seven (7) days. The Purchasing Specialist's decision relative to the protest shall be final.

Upon receipt of a protest the City may, but is not required to, delay its order under the awarded contract.

## **ARTICLE 2**

### **SPECIAL CONDITIONS**

**Subcontracting:** The Contractor shall not subcontract out any portion of the Agreement without the prior written approval of the Purchasing Office. No such subcontracting shall relieve the Contractor from its obligations and liabilities under

the Agreement, or shall any subcontracting obligate payment from the City.

**Term:** The term of this agreement shall be for one (1) year from the date of award with the option to extend for a period of three (3) additional years, on a year by year basis, by mutual agreement of all parties and approval of the City of Aztec Finance Director at the same price, terms and conditions. This agreement shall not exceed four (4) years.

**ARTICLE 3**

**SPECIFICATIONS**

Specifications are based upon design and performance criteria which have been developed by the City of Aztec 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 specifications page and paragraph number. The Purchaser shall determine which (if any) exceptions are acceptable and this determination shall be final.

**ARTICLE 4**

**INSURANCE REQUIREMENTS**

Contractor shall carry and maintain insurance in the following amounts:

**General Liability** - \$1,000,000 CSL (Combined Single Limits)

**Auto Liability** - \$1,000,000 CSL (Combined Single Limits)

**Workers Compensation** – Statutory limits pursuant to the New Mexico Workers Compensation Act.

The certificate shall specifically provide that the coverage afforded under the policy or policies will not be canceled or be materially changed until prior written notice has been given to the City. **The Contractor shall furnish a certificate of insurance showing that the City is additionally insured prior to commencing work.**

**ARTICLE 5**

**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 Aztec, 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.



BID SUBMITTAL

2017-615 Pest Control Services

**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 **June 14, 2:00 P.M. MDT**. Bids will be opened at the City of Aztec Commission Room on June 14, 2017, 4:00 PM MDT and read aloud. This bid is subject to the Purchase Order Terms and Conditions, Bidding Requirements and Specifications. This is an informal bid process, award of bid will be made by Purchasing Office, subject to the approval of the City Manager.

| REQUIRED INFORMATION                              |                  |
|---|------------------|
| _____   |                  |
| COMPANY NAME/ADDRESS/CITY/STATE/ZIP               |                  |
| _____   |                  |
| CONTACT PERSON                                    | TELEPHONE NUMBER |
| _____   |                  |
| TITLE   | EMAIL ADDRESS    |
| If a corporation, state of incorporation: _____   |                  |
| STATE TAX ID NO.: _____ FEDERAL TAX ID NO.: _____ |                  |

**In-State Preference will be applied only to those in-state certified businesses that have completed the following:**

Bidder has received certification from the State of New Mexico for Resident Business 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 proposal opening to be eligible for in-state preference. Please include copy of current resident certificate with bid submittal.

**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 RFP:**

Bidder has received certification from the State of New Mexico for Resident Veterans Preference. Offeror has been issued Certification # \_\_\_\_\_. Bidder must include their State of New Mexico certificate with their proposal. Resident veterans preference certification approval is required at the time of the proposal opening to be eligible for resident veterans preference. Please include copy of current resident certificate with bid submittal.

**City of Aztec Business License**

A City of Aztec Business License is not required to submit a bid. However, if awarded bid, the

successful bidder will be required to obtain a City of Aztec Business License prior to execution of contract agreement. Information regarding City's business license process is available on <http://www.aztecnm.gov/business/center.html>

Payment Terms: \_\_\_\_\_% \_\_\_\_\_ Days; Net 30 Days After Receipt of Invoice (Discount Not Considered in computing low bid).

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 \_\_\_\_\_

**BIDDER'S CERTIFICATION**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

E. **Financial Interest:** All Bidders must notify the City's Purchasing Officer if any employee(s) of the City of Aztec have a financial interest in the bidder: Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please identify the employee(s) by name:  
\_\_\_\_\_

**To be a valid proposal, Bidder must sign here:**

\_\_\_\_\_ **Title** \_\_\_\_\_

**BASIS OF BID**

**2017-615 PEST CONTROL SERVICES**

The undersigned hereby proposes to provide all equipment and service for the City of Aztec – **2017-615 PEST CONTROL SERVICES** as per the bid specifications. Advertisement inviting bids dated May 28, 2017.

**Bid Submittal Form, Basis of Bid, Statement of Bidders Qualifications, References, Drug Free Workplace Certification, Safety Certification, Pest Services, NM Registration, Certificate of Insurance, and W-9**, must be submitted with bid.

| LOCATION  | DEPT CONTACT    | Address                | Est. Square Feet | MONTHLY COST |
|---|-----------------|------------------------|------------------|--------------|
| 1. City Hall  | Joshua Ray      | 201 W. Chaco           | 5000             | \$           |
| 2. Police Dept. & Municipal Court                           | Mike Heal       |                        | 7300             | \$           |
| 3. Finance  | Kathy Lamb      |                        | 3000             | \$           |
| 4. Utilities & Motor Vehicle                                | Delain George   |                        | 4700             | \$           |
| 5. Fire Department  | Kevin Simpson   |                        | 5100             | \$           |
| 6. Visitors Center  | Wilann Thomas   | 110 N. Ash Ave.        | 1400             | \$           |
| 7. Museum   | Steve Mueller   | 125 N. Main Ave.       | 4000             | \$           |
| 8. Historical Society                                       | Steve Mueller   | 201 N. Main Ave.       | 1200             | \$           |
| 9. Civic/Senior Center                                      | Cindy Iacovetto | 101 S. Park Ave.       | 13,500           | \$           |
| 10. Parks/General Services                                  | Steve Mueller   | 303 S. Ash Ave.        | 3200             | \$           |
| 11. Parks/General Services Shop                             |                 |                        | 4000             | \$           |
| 12. Library   | Kate Skinner    | 319 S. Ash Ave.        | 9400             | \$           |
| 13. Electric Dept Office, Warehouse and Meter Shop          | Ken George      | 400 S. Light Plant Rd. | 10,200           | \$           |
| 17. Public Works  | William Watson  | 610 Western Dr.        | 4200             | \$           |
| 18. Public Works Shop                                       | William Watson  | 844 S. Oliver Dr.      | 4200             | \$           |
| 19. Wastewater Treatment Plant Office & Belt Press Building | Andrew Galloway | 900 S. Oliver Dr.      | 5400             | \$           |

|   |                 |                     |        |    |
|---|-----------------|---------------------|--------|----|
| 21. Airport Lounge                            | Steve Mueller   | 801 Airport Dr.     | 1000   | \$ |
| 22. Airport Fire Substation                   | Kevin Simpson   | 732 Airport Dr.     | 2400   | \$ |
| 23. West Fire Substation                      | Kevin Simpson   | 2435 W. Aztec Blvd. | 2600   | \$ |
| 24. Hartman Park Baseball Concession Stand    | Steve Mueller   | 500 Llano St.       | 850    | \$ |
| 25. Hartman Park Soccer/YAFL Concession Stand | Steve Mueller   |                     | 1300   | \$ |
| 26. Animal Shelter: 2 Buildings and 2 Kennels | Tina Roper      | 825 Sabena St.      | 5600   | \$ |
| 27. Water Treatment Plant                     | Andrew Galloway | 201 Navajo Dam Rd.  | 13,200 | \$ |
| <b>Total Monthly Cost:</b>                    |                 |                     |        | \$ |

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents  
(Written Total Monthly Lump Sum Amount)

(SEAL) If Bid is by a Corporation

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
Printed Name of Bidder

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email

**STATEMENT OF BIDDERS QUALIFICATIONS**

**TO BE COMPLETED AND SUBMITTED WITH SEALED BID**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder and N.M. CONTRACTOR’S License Number OR applicable registration numbers for work to be performed.

Permanent main office address.

When organized?

If a corporation, where incorporated?

How many years have you been engaged in the contracting business under your present firm or trade name?

Scheduling. (How would award of the bid be scheduled with your existing commitments)

General Character of work performed by your company.

Have you ever failed to complete any work awarded to you? If so, where and why?

List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

List your major equipment available for this contract.

Work experience for City of Aztec.

Background and experience of the principal members of your organization, including the officers.

The undersigned hereby authorizes any person, firm, or corporation to furnish any information requested by the OWNER in verification of this Statement of Bidder's Qualifications

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Name of Bidder \_\_\_\_\_

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

Title: \_\_\_\_\_

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_ being duly sworn deposes and says that he/she is  
\_\_\_\_\_ of \_\_\_\_\_

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
(Notary Public)

My Commission expires \_\_\_\_\_, \_\_\_\_\_.



## REFERENCES

The bidder must list four (4) references, listing firm name, address, telephone number, and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months. Additional references may be required. If bidder is a new business, provide references that will enable the City to determine if bidder is responsible.

|                          |  |
|--------------------------|--|
| <b>COMPANY NAME:</b>     |  |
| <b>ADDRESS:</b>          |  |
| <b>CONTACT PERSON:</b>   |  |
| <b>TELEPHONE NUMBER:</b> |  |

|                          |  |
|--------------------------|--|
| <b>COMPANY NAME:</b>     |  |
| <b>ADDRESS:</b>          |  |
| <b>CONTACT PERSON:</b>   |  |
| <b>TELEPHONE NUMBER:</b> |  |

|                          |  |
|--------------------------|--|
| <b>COMPANY NAME:</b>     |  |
| <b>ADDRESS:</b>          |  |
| <b>CONTACT PERSON:</b>   |  |
| <b>TELEPHONE NUMBER:</b> |  |

|                          |  |
|--------------------------|--|
| <b>COMPANY NAME:</b>     |  |
| <b>ADDRESS:</b>          |  |
| <b>CONTACT PERSON:</b>   |  |
| <b>TELEPHONE NUMBER:</b> |  |

**Supplemental Information:**

Attach any supplemental information (brochures, product information, etc.) to this page.

**DRUG-FREE WORKPLACE CERTIFICATION**

Project Name: 2017-615 Pest Control Services

The Contractor named below 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 below 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

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

## CONTRACTOR SAFETY CERTIFICATION

Project Name: **2017-615 Pest Control Services**

The Contractor named below hereby certifies and shall comply with all applicable Federal, State, County laws, rules, regulations, City ordinances, and best safety practice guidelines for the health and safety of contractor and sub-contractor employees when performing work for the City of Aztec. The City of Aztec Compliance Contractor Safety Verification Program shall require contractors and subcontractors to comply with the law, and use all safety precautions to protect their employees, and the public when engaged in construction projects. The personal safety and health of contractor's and subcontractor's employees is of primary importance. The prevention of occupationally induced injuries and illnesses is of such consequence that it shall be given precedence over operating productivity whenever necessary.

**Regulatory Standards:** All applicable federal, state and local safety, health and environmental regulatory requirements, including but not limited to: OSHA-29 CFR.

**BASIS:** It is the responsibility of the general contractor to ensure contractor, and sub-contractors working within the City of Aztec adhere to all applicable safety, health, and environmental standards while conducting business on the construction site or on City Property. When a general contractor arranges to have employees of another employer (sub-contractors) perform work that involves activities that may put personnel at risk, the general contractor will inform the sub-contractor that the workplace contains specific hazards and that the work to be done shall be allowed only if all workers have the proper training, necessary certification(s), proper equipment, and work conditions to complete the work safely.

**GENERAL:** The contractor will ensure that safe work practices are used by contractor and sub-contractor personnel to provide for the control of risks associated with hazards, by using established procedures for; lock-out-tag-out, confined space entry, welding, trenching, piping, PPE, fall protection, dust control, hearing protection, public safety, and general safety. At the request of the City's Safety Division, the contractor shall provide information regarding the contractor's past safety performance and current safety program.

**Responsibility:** The contractor shall be responsible for complying with the safety standards applicable to the work they are performing. The contractor agrees that he/she is responsible to enforce compliance with all safety regulations from everyone, including sub-contractors, who work on the contract as a condition of employment on the contract.

Contractor Safety Inspections: Contractor work site safety inspections may be conducted periodically by a City of Aztec Safety Coordinator.

### 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.

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

**PEST SERVICES**

| PEST/SERVICE |   | INCLUDED IN ROUTINE SERVICE |        | PRICE FOR ADDITIONAL SERVICE (IF NOT INCLUDED) |
|--------------|---|-----------------------------|--------|--|
|              |   | YES (x)                     | NO (x) |  |
| 1            | Ants  |                             |        |  |
| 2            | Arachnids   |                             |        |  |
| 3            | Bats  |                             |        |  |
| 4            | Bed Bugs  |                             |        |  |
| 5            | Bees (including wasps, bees, hornets, yellow jackets, and honey bees) |                             |        |  |
| 6            | Beetles   |                             |        |  |
| 7            | Centipedes & Milipedes  |                             |        |  |
| 8            | Cockroaches   |                             |        |  |
| 9            | Common House Flies  |                             |        |  |
| 10           | Fleas   |                             |        |  |
| 11           | Lice  |                             |        |  |
| 12           | Mosquitoes  |                             |        |  |
| 13           | Moths   |                             |        |  |
| 14           | Reptiles  |                             |        |  |
| 15           | Rodents: Mice & Rats  |                             |        |  |
| 16           | Rodents, Other (raccoons, skunks, squirrels, birds, etc.)             |                             |        |  |
| 17           | Silverfish/House Centipedes   |                             |        |  |
| 18           | Spiders   |                             |        |  |
| 19           | Termites  |                             |        |  |
| 20           | Ticks   |                             |        |  |

**OTHER SERVICES**

| PEST/SERVICE | PRICE INFORMATION |
|--------------|-------------------|
|              |                   |
|              |                   |
|              |                   |
|              |                   |
|              |                   |
|              |                   |
|              |                   |
|              |                   |
|              |                   |
|              |                   |

## **SPECIFICATIONS**

### **Scope of Work**

The City of Aztec is soliciting bids for monthly Pest Control Services. The contractor's service should be for full exterminating service and is to include but not be limited to, the periodic eradication of birds, rats, mice, as well as roaches, ants, silverfish, spiders, and other crawling insects and pests within various City of Aztec buildings.

The Contractor shall use an integrated pest control management program. In relationship to frequency and results, the contractor is responsible for controlling or eliminating pest infestation. The frequency shall be as required by these specifications, more often if requested by the City, or as deemed necessary by the local health authority. The contractor shall provide whatever services are required to eliminate any pest problems to the satisfaction of the City at the prices stated in the proposal. The only additional costs the City will incur are additional buildings not included in the bid/contract documents if and when required.

The location map for each of the facilities is included as Appendix A. Monthly treatments shall include pipe chases and equipment storage closets. Monthly treatments shall be specific to each location giving consideration to the operations of the facility.

**PERIOD OF CONTRACT:** The contract shall be for a one-year period commencing on or about July 1, 2017 through June 30, 2018; subject to three (3) additional twelve-month renewal periods provided there is no change in the prices, terms, conditions and specifications unless mutually agreed to by both parties. In no event shall the term plus renewal exceed four (4) years (June 2021).

**MATERIALS:** The contractor shall provide and include in the bid price all equipment, chemicals and supplies required for the performance of this contract.

**APPLICATION:** Chemicals shall be applied in accordance with the manufacturer's recommendations.

**SAFETY DATA SHEETS:** The contractor shall provide Safety Data Sheets (SDS) to the City of Aztec Purchasing Office prior to application or use. A listing of all chemicals used shall be provided to and approved by the department contact prior to use. This information will be used in the event of an allergic reaction or other complaint that may be registered. The smallest amount of pesticide and least toxic chemical necessary to provide effective pest control and thorough service without harm to humans, foodstuff, or furnishings within buildings and/or property shall be applied.

### **CONTRACTOR REQUIREMENTS:**

- Service shall be provided at least once a month, more frequently if required. The individual bid prices shall include any additional services required to control infestation.
- Contractor shall be responsible for any costs associated with repeat site visits and treatments for the same issue at the same building location. If an issue is not remedied after the initial call, Contractor is held responsible for any costs associated with additional call backs and fixing the issue to City's satisfaction. If issue is not fixed within a timely manner to the City's satisfaction, Contractor shall be responsible to reimburse City for any costs the City must incur to remedy the problem that the Contractor has not fixed (i.e. hire a second contractor to rectify the issue).
- Occasional emergency calls for infestation may require special calls for service which must be answered within four (4) hours.
- In City owned facilities, application of all pesticides and other pest control measures are in accordance with all local, state and federal laws, regulation and guidelines, as they apply to public and special use facilities.

- In the City kitchens and cafeteria areas, applications of all pesticides and other pest control measures shall be in accordance with all local, state and federal laws, regulation and guidelines, as they apply to food service facilities.
- Contractor will schedule services at mutually agreed upon times with the individual departments being served.
- Only licensed technicians will be permitted to apply/treat facilities. A copy of the technician's State of New Mexico license or certificate shall be provided to the City of Aztec before beginning any work.
- The contractor shall have adequate staff to meet services required of the City of Aztec.
- The Vendor's employees, while performing any service on City owned or leased property shall wear a uniform shirt with the Vendor's name and employee's name or wear picture identification (ID) in plain sight. The identification will consist of, at a minimum, employee picture, employee name and company name.
- The contractor shall have staff with at least five (5) years experience in the business of pest control and shall have serviced accounts of a similar size and nature as the City of Aztec. In addition to the references provided in the affidavit, the contractor shall provide a list of references and types of services performed for commercial food service industry customers.
- The contractor shall be proficient in integrated pest management techniques.
- The contractor must submit with all invoices signed service slip/receipts from a City representative from each facility sprayed each month.

### **Employee Protection**

The Contractor shall ensure that all of Contractor's employees, including those of all subcontractors, have received all of the training required to properly carry out activities by contractor on behalf of the City under this contract. Such training is to include, but not be limited to, all applicable sections of the State and Federal OSHA. Further, Contractor is responsible for providing their employees with all necessary personal protective equipment such as special clothing, head, respiratory, eye, hand, and foot protection needed in the performance of this contract. The Contractor will make sure their employees abide with their safety plan and the safety plan for the facility being serviced. If these plans are in disagreement, the more stringent shall be used.

### **Experience and References**

Each bidder shall submit, with the sealed bid, on the forms furnished for that purpose, the Statement of Bidder's Qualification and References.

### **Invoicing**

Invoices must show an itemization according to the purchase order issued and an amount due. Invoices are to be submitted monthly within two weeks of completion of application. Failure to invoice properly will delay payment.

### **Insurance**

Contractor shall carry and maintain insurance in the following amounts:

General Liability - \$1,000,000 CSL (Combined Single Limits)

Auto Liability - \$1,000,000 CSL (Combined Single Limits)

Workers Compensation – Statutory limits pursuant to the New Mexico Workers Compensation Act.

Certificate of insurance, including the above minimum coverages, shall be submitted with sealed bid proposal.

Successful contractor: The City will be identified as an additional insured. The certificate shall specifically provide that the coverage afforded under the policy or policies will not be canceled or be materially changed until prior written notice has been given to the City. The Contractor shall furnish a certificate of insurance prior to commencing work.

**Safety and Control**

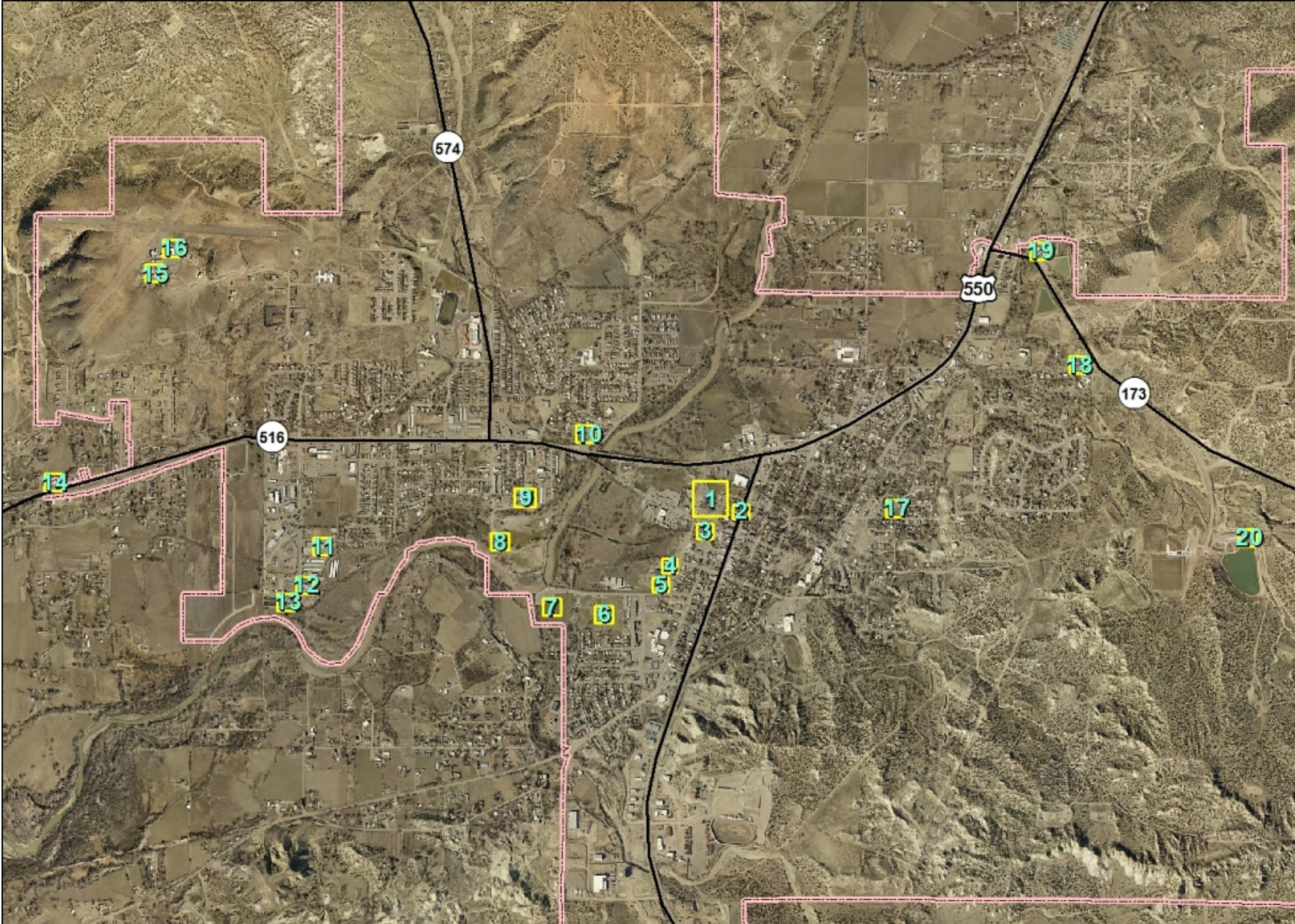
The Contractor is fully responsible to provide adequate barriers and protection when performing work related to this Agreement. The Contractor will provide employees with adequate and appropriate personal protective equipment and will be responsible for controlling the area of weed spraying. The Contractor will maintain all equipment in good, safe working conditions.

**Term**

The term of this agreement shall be for one (1) year from the date of award with the option to extend for a period of three (3) additional years, on a year by year basis, by mutual agreement of all parties and approval of the City of Aztec City Manager at the same price, terms and conditions. This agreement shall not exceed four (4) years.

**APPENDIX A: FACILITY LOCATION MAP**





| Map # | Address              | FACILITIES  | DEPT CONTACT    | Est. Square Feet |
|-------|----------------------|---|-----------------|------------------|
| 1     | 201 W. Chaco         | City Hall   |                 | 5000             |
|       |                      | Police Dept. & Municipal Court (Exterior Only)    | Mike Heal       | 7300             |
|       |                      | Finance   | Kathy Lamb      | 3000             |
|       |                      | Utilities & Motor Vehicle                         | Delain George   | 4700             |
|       |                      | Fire Department                                   | Kevin Simpson   | 5100             |
|       | 110 N. Ash Ave.      | Visitors Center                                   | Wilann Thomas   | 1400             |
|       | 200 N Park Ave       | Minium Park Restroom                              | Steve Mueller   | 500              |
| 2     | 125 N Main Ave.      | Museum  | Steve Mueller   | 4000             |
|       | 201 N Main Ave.      | Historical Society                                | Steve Mueller   | 1200             |
| 3     | 101 S Park Ave.      | Civic/Senior Center (includes commercial kitchen) | Cindy Iacovetto | 13,500           |
| 4     | 303 S Ash Ave.       | Parks/General Services                            | Steve Mueller   | 3200             |
|       |                      | Parks/General Services Shop                       |                 | 4000             |
| 5     | 319 S Ash Ave.       | Library   | Kate Skinner    | 9400             |
| 6     | 500 Llano St.        | Hartman Park Baseball Concession Stand            | Steve Mueller   | 850              |
| 7     |                      | Hartman Park Soccer/YAFL Concession Stand         | Steve Mueller   | 1300             |
| 8     | 500 S Light Plant Rd | Riverside Public Restroom                         | Steve Mueller   | 770              |
| 9     | 400 S Light Plant Rd | Electric Dept Office                              | Ken George      | 1500             |
|       |                      | Electric Dept Warehouse/Shop                      |                 | 8700             |
| 10    | 1201 Morris Dr       | Florence Park Public Restroom                     | Steve Mueller   | 170              |
| 11    | 610 Western Dr       | Public Works Administration                       | William Watson  | 4200             |
| 12    | 844 S Oliver Dr      | Public Works Shop                                 | William Watson  | 4200             |

|    |                        |  |                 |        |
|----|------------------------|--|-----------------|--------|
| 13 | 900 S Oliver Dr        | Wastewater Treatment Plant Office        | Andrew Galloway | 1800   |
|    |                        | Wastewater Treatment Belt Press Building |                 | 3600   |
| 14 | 2435 W Aztec Blvd      | West Fire Substation                     | Kevin Simpson   | 2600   |
| 15 | 732 Airport Dr         | Airport Fire Substation                  | Kevin Simpson   | 2400   |
| 16 | 801 Airport Dr         | Airport Lounge                           | Steve Mueller   | 1000   |
| 17 | 801 Lovers Lane        | Capwalls Park Public Restroom            | Steve Mueller   | 170    |
| 18 | 825 Sabena St          | Animal Shelter 2 Buildings and 2 Kennels | Tina Roper      | 5600   |
| 19 | 201 Navajo Dam Rd      | Water Treatment Plant                    | Andrew Galloway | 13,200 |
| 20 | 1301 Old Spanish Trail | Tiger Park Public Restroom               | Steve Mueller   | 170    |

**APPENDIX B: AGREEMENT**

**SAMPLE  
CONTRACT AGREEMENT**

**CONTRACT # 2017-615 MONTHLY PEST CONTROL SERVICES  
BETWEEN \_\_\_\_\_ AND THE CITY OF AZTEC**

THIS AGREEMENT entered into on the \_\_\_\_ day of \_\_\_\_\_, 2017, between the City of Aztec, New Mexico a body corporate and politic, located at 201 W Chaco, New Mexico 87410 (hereinafter referred to as the CITY), and \_\_\_\_\_, doing business at \_\_\_\_\_, (hereinafter referred to as the CONTRACTOR).

**RECITALS**

WHEREAS, the CITY requires the service of monthly pest control provided for various City buildings, main office located at the City of Aztec Center, 201 W Chaco, Aztec, New Mexico 87410; per Bid # 2017-615; and

WHEREAS, the CONTRACTOR has experience in the business of providing such services and is willing to provide said service for the City locations at the terms and rates specified in this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 **CONTRACT DOCUMENTS**

1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

Invitation to Bid including:

- 1.1.a Project Information
- 1.1.b Instructions to Bidders
- 1.1.c General Conditions
- 1.1.d Special Conditions
- 1.1.e Insurance/Bonding Requirements and Certificates
- 1.1.f Specifications, Contract Plans and Exhibits
- 1.1.g Addenda, interpretations and approved exceptions
- 1.1.h Signed Bid Form, including Proposal Pricing
- 1.1.i Attached Service Location and Fee Schedule

1.2 All documents are or will be on file in the office of the Purchasing Office, 201 W Chaco, Aztec, NM 87410.

1.3 In the event of a conflict between any of the above documents, the terms of the bid will control unless otherwise noted in this contract.

2.0 **DURATION OF THIS CONTRACT**

2.1 The term of this Contract shall be a one year period beginning on \_\_\_\_\_, 2017 and continuing through \_\_\_\_\_, 2018.

2.2 The Contract term is subject to renewal according to the Contract Specifications.

2.3 In no event shall the term plus renewals exceed four (4) years. The contract may be subject to three (3) additional twelve (12) month renewal periods. In no event shall the term plus renewals exceed four (4) years.

- 3.0 BID PRICES
  - 3.1 The Contractor shall provide the required services for the prices quoted in the Contract Specifications. If the City requires additional locations or services above the bid amounts the City will negotiate with the firm an additional monthly amount at that time.
  
- 4.0 CONTRACT ENFORCEMENT - ATTORNEY'S FEES
  - 4.1 If the City is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the City is required to use the services of an attorney, then the City shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the City pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
  
- 5.0 SEVERABILITY CLAUSE
  - 5.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.
  
- 6.0 GOVERNING LAW
  - 6.1 This Contract shall be governed by the laws of the State of New Mexico both as to interpretation and enforcement.
  
- 7.0 ENTIRE AGREEMENT
  - 7.1 This Contract contains the entire agreement between the parties.
  - 7.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

**CITY OF AZTEC**

By: \_\_\_\_\_  
 JOSHUA W. RAY, CITY MANAGER

ATTESTED BY:  
 \_\_\_\_\_  
 KARLA SAYLER, CITY CLERK

APPROVED AS TO FORM:  
 \_\_\_\_\_  
 LARRY THROWER, CITY ATTORNEY

**CONTRACTOR**

By: \_\_\_\_\_  
 AUTHORIZED SIGNATURE  
 \_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 FEDERAL ID NUMBER  
 \_\_\_\_\_  
 NM CRS ID NUMBER  
 \_\_\_\_\_  
 AZTEC BUSINESS LICENSE NUMBER