

CITY OF GALLUP
Purchasing Division
P.O. Box 1270
Gallup, NM 87305-1270
Office: (505) 863-1232; Fax (505) 722-5133
gallupnm.gov/purchasing

REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR:

COLLECTIVE BARGAINING CONSULTANT

RFP NO. 2016/2017/01/P



**CITY OF
GALLUP**

RFP DEADLINE ACCEPTANCE:

DATE: Wednesday, September 14, 2016

TIME: 2:00 PM (LOCAL)

**PREPARED BY: FRANCES RODRIGUEZ
PURCHASING DIRECTOR**

TABLE OF CONTENTS

TABLE OF CONTENTS	2
ADVERTISEMENT FOR PROPOSALS.....	3
ACKNOWLEDGMENT OF RECEIPT OF PROPOSAL.....	4
I. GENERAL CONDITIONS	5
II. SUPPLEMENTAL TERMS AND CONDITIONS.....	9
III. SCOPE OF WORK.....	12
A. Overview:.....	12
B. Minimum Required Qualifications of Offerors.....	13
C. Insurance Requirements.....	13
D. Billing Reports.....	13
IV. RESPONSE FORMAT AND ORGANIZATION	14
V. PROPOSAL EVALUATION AND CRITERIA	16
VI. PROPOSED SCHEDULE	20
EXHIBIT “A”.....	21
LETTER OF TRANSMITTAL.....	22
CAMPAIGN CONTRIBUTION DISCLOSURE FORM.....	23
CONTRACT DRAFT AGREEMENT.....	26

ADVERTISEMENT FOR PROPOSALS

CITY OF GALLUP, NEW MEXICO

Request for Proposals (RFP) NO. 2016/2017/01/P

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

COLLECTIVE BARGAINING CONSULTANT

As more particularly set out in the RFP documents , copies of which may be obtained from the City of Gallup Purchasing Division, 110 W. Aztec Ave., Gallup, New Mexico 87301; or contact Frances Rodriguez, Purchasing Director at (505) 863-1334. Copies are available for viewing or can be downloaded from: www.gallupnm.gov/bids

Sealed proposals for such will be received at the Office of the Purchasing Department until **2:00 P.M. (LOCAL TIME)** on **Wednesday, September 14, 2016** when proposals will be received in the City Hall Purchasing Conference Room. Envelopes are to be sealed and plainly marked with the RFP Number. **NO FAXED OR ELECTRONICALLY TRANSMITTED PROPOSALS** will be accepted, and proposals submitted after the specified date and time will not be considered and will be returned unopened.

Dated this 11th day of August 2016

By: /S/ Jackie McKinney, Mayor

Classified Legal Column:

Gallup Independent Publishing Date: Saturday, August 13, 2016

Albuquerque Journal Publishing Date: Saturday or Sunday, August 13/14, 2016

ACKNOWLEDGMENT OF RECEIPT OF PROPOSAL

RFP No. 2016/2017/01/P

In acknowledgment of receipt of this request for Proposal the undersigned agrees that they have received a complete copy of this proposal consisting of Thirty-One (31) pages.

The acknowledgment of receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on September 2, 2016. **Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the City's written responses to those questions as well as RFP amendments, if any are issued.**

FIRM **DOES** **DOES NOT** (Circle one) intend to respond to this Request for Proposal.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE : _____

SIGNATURE: _____

DATE: _____

EMAIL: _____

The above name and address will be used for all correspondence related to the Request for Proposal.

Return this form by fax or email to: City of Gallup Purchasing Department

Frances Rodriguez
P.O. Box 1270
Gallup, New Mexico 87305
(505) 722-5133 Fax
fr Rodriguez@gallupnm.gov

Please return this form by September 2, 2016

I. GENERAL CONDITIONS

The City of Gallup is inviting proposals for:

COLLECTIVE BARGAINING CONSULTANT

Proposals will be received by the City of Gallup at the Municipal Building, Purchasing Department, 110 West Aztec ; Gallup, New Mexico 87301 (mailing address: City of Gallup Municipal Building; Purchasing Department; P.O. Box 1270; Gallup, NM 87305), until **Wednesday September 14, 2016** at 2:00 p.m. local time. Proposals submitted after the above date and time will not be considered and will be returned unopened. Offerors are advised that faxed or electronically transmitted responses (fax or email) to City of Gallup proposals are **not** accepted. Proposals must be submitted in a sealed envelope.

Physical Address

City of Gallup Municipal Building
Purchasing Department
110 West Aztec
Gallup, NM 87301

Mailing Address

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

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

LATE PROPOSALS: Any proposal received after the specified time and date will be declared a "Late Proposal" and will NOT be considered. Please provide ample time if using carriers such as FedEx or UPS, etc. **Delays caused by commercial airlines or express carriers such as FedEx and UPS are not excusable and proposals will therefore be considered late and will NOT be accepted. Weather forecasts should be monitored and taken into consideration in the planning of mailing of bids and/or proposals.**

MODIFICATIONS OR WITHDRAWAL: Proposals deposited with the city may be withdrawn or modified prior to the time set for opening of proposals by delivering written or telegraphic notice to the Purchasing Office.

COPIES: Please return six (6) copies of each proposal- one (1) original and five (5) copies.

PROPOSAL OPENING: The opening of proposals shall be conducted in private to maintain the confidentiality of the contents of all proposals.

UNIT PRICES: Discrepancies involving the incorrect extension of unit prices shall be resolved in favor of unit prices.

NON-DISCRIMINATION: The City of Gallup does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. Contractors shall be in compliance with all Federal, State and Local Laws and Ordinances regarding employment practices and the A.D.A. requirements.

SAFETY: The City of Gallup shall contract with companies or firms whose operators and equipment meet OSHA standards in their field of expertise.

AMENDMENTS: If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. Offerors are cautioned that any oral or written representations made by any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this

solicitation issued by the Purchasing Office. For determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Office.

AUTHORIZED PROVIDER: All offerors shall be a firm regularly engaged in the business of providing the type of goods or services described in the bid documents, and have a minimum of **five (5)** years previous experience in providing the goods or services required on this RFP.

ACKNOWLEDGE RECEIPT OF AMENDMENTS: Offerors will acknowledge receipt of amendments by returning one signed copy of the amendment with their proposal. Failure to acknowledge receipt of addenda may render your proposal as non-compliant.

CONFIDENTIALITY: This proposal shall be open to public inspection after award of a contract except to the extent Offeror designates and identifies trade secrets or other proprietary data to be confidential. Offerors may request in writing non-disclosure of confidential data. Such data should accompany the proposal and be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the data. Offerors are cautioned that materials designated as confidential may nevertheless be subject to disclosure under the New Mexico Inspection of Public Records Act (Section 14-2-1 et seq. NMSA 1978). Confidential data are normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA, 1978. Prices, makes and models, or catalogue numbers of items offered shall be publicly available regardless of designation to the contrary.

DISCUSSIONS: Discussions may be conducted with all responsible Offerors who submit proposals found to be reasonably likely to be selected for award. The City reserves the right to short list offerors. Offerors submitting proposals may be afforded an opportunity for discussion, oral presentations, and revision after submission and prior to award for the purpose of obtaining best and final offers. After obtaining best and final offers, the award shall be made to the responsible Offerors(s) whose proposals are most advantageous to the City of Gallup.

Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required, and based on the criteria set forth in the request for proposal. For purposes of conducting discussions, proposals may initially be classified as:

1. Acceptable
2. Potentially acceptable, that is, reasonably likely of being made acceptable
or;
3. Unacceptable

The review committee will evaluate all proposals, determine the need for, and conduct any negotiations. Negotiations may be conducted to:

1. Promote understanding of the City's requirements and the Offerors's proposal.
2. Obtaining best and final offers
3. Facilitate arrival at a contract that will be most advantageous to the City of Gallup taking into account the factors set forth in the proposal.

The City is under no obligation to conduct any negotiations or discussions with an Offeror.

The City of Gallup's designee shall negotiate a contract with the highest qualified Offeror at compensation determined in writing to be fair and reasonable, taking into account the estimated value of the services and the scope, complexity and nature of the services. Should the designee be unable to negotiate a satisfactory contract with the Offerors considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be terminated. Negotiations shall then be undertaken with the second most qualified business. This process shall continue until a satisfactory contract is negotiated with a qualified

business or the procurement process is terminated and a new request for proposals is initiated.

If the highest ranked Offeror cannot fulfill the conditions as outlined the award will go to the next highest ranked responsible Offeror whose offer was judged responsive.

This request and all attachments will be considered part of the resultant contract and/or purchase order.

TAXES: The proposal total shall exclude all applicable taxes. The City will pay any taxes due on the contract based upon billing submitted by the contractor, at the applicable tax rate. Taxes shall be shown as a separate amount on any billing or request for payment. The City of Gallup is non-taxable on tangible goods.

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

MANDATORY REQUIREMENTS: The Evaluation Committee reserves the right to waive minor irregularities. Mandatory requirements may be waived by the evaluation committee if all of the otherwise responsive offerors failed to comply with the same mandatory requirement and the failure to do so does not otherwise materially affect the procurement. The evaluation committee shall have the right to request subsequent information from the otherwise responsive offerors.

If, in the opinion of the evaluation committee a specification is poorly worded or confusing the evaluation committee may waive the specification for all offerors, and if points were assigned reduce the total points by the number of points assigned to the specification.

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. **Mandatory General Conditions or specifications contain the terms "must", "shall", "will", "is required" or "are required"**.

TECHNICAL IRREGULARITIES: The City shall have the right to waive technical irregularities in the form of an Offeror's proposal which do not alter the quantity or quality of the services.

CONTRACT TERMS AND CONDITIONS: The contract between the City and Offeror will follow the format specified by the City and contain the terms and conditions set forth in Draft Agreement. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into the contract. Should an offeror object any of the City's terms and conditions, that offeror must propose specific alternative language that would be acceptable to the City. Offeror must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternative wording. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the City and will result in disqualification of the offeror's proposal.

OFFEROR'S TERMS AND CONDITIONS: Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the City. Any additional terms and conditions which may be the subject of negotiation, will be discussed only between the

City and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

INCURRING COST: Any cost incurred by the offeror in preparation, transmittal, cancellation, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

ACCEPTANCE: Offeror agrees that the proposal shall remain in effect for sixty (60) days from the due date for proposals and subject to acceptance by the City of Gallup within that period. No proposal may be withdrawn or modified by the Offeror during this period unless prior written permission is granted by the City. Acceptance period may be extended with the mutual agreement of the City and the Offeror.

PREFERENCES: A five (5%) preference of the total points used in evaluating the Request for Proposal shall be awarded to a City of Gallup Resident Business.

A preference of the total points used in evaluating the Request for Proposal shall be awarded to a business that has registered with the State of New Mexico Department of Taxation and Revenue as a resident New Mexico business or Resident New Mexico Veteran's business, and in any case shall be applied in accordance with the provisions of New Mexico Statute 13-1-21 and 13-1-22 NMSA 1978.

The City of Gallup Resident Business preference, State of New Mexico Resident Business Preference, or State of New Mexico Resident Veteran's Business will be factored into the Request for Proposal scores where applicable. However, the preferences are not cumulative and no offeror will receive more than one of the applicable preferences.

For information on State of New Mexico Resident Business or Veteran's Resident Business bidder's certification call 505-827-0951 or to download applications, go to: www.tax.newmexico.gov, select "Businesses" and click on "In-State Preference Certification" under "Popular Information". The following link may also be used: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

You must submit a copy of your NM Resident Business or Resident Veteran's Business Certificate with your proposal in order to qualify for the New Mexico Residence preference.

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

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

AWARD: The award shall be made to the responsible and responsive Offeror or Offerors whose proposal is most advantageous to the City of Gallup, taking into consideration the evaluation factors set forth in the request for proposals.

THE CITY RESERVES THE RIGHT TO CANCEL THE RFP, OR REJECT ANY OR ALL PROPOSALS IN WHOLE OR IN PART, TO WAIVE INFORMALITIES OR TECHNICALITIES AT ITS OPTION, AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTERESTS OF THE CITY OF GALLUP.

II. SUPPLEMENTAL TERMS AND CONDITIONS

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

DEBARRED OR SUSPENDED CONTRACTORS: A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of § 13-1-177 through § 13-1-180, and § 13-4-11 through § 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the City of Gallup and shall not be considered for award of the contract during the period for which it is debarred or suspended.

ACKNOWLEDGE RECEIPT OF AMENDMENTS: Offerors will acknowledge receipt of amendments by returning one signed copy of the amendment with their proposal. Failure to acknowledge receipt of addenda may render your proposal as non-compliant.

COST PROPOSAL: Cost proposals will be submitted under separate sealed cover. (See attach A)

PROHIBITED CONTACT: Except for communications during any informational meeting conducted by the City for this RFP and to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or staff other than the Purchasing Section staff relating to this RFP is strictly prohibited throughout the duration of the RFP process, and, upon such finding, will render a respondent and/or related proposal non-compliant. Any and all inquiries must be submitted by the prospective respondent to the Purchasing Department no later than **Friday, February 12, 2016** by 5:00 p.m. (local time). Inquiries received after the deadline may not be considered.

QUESTIONS AND CONTACT INFORMATION: For questions or clarification regarding any aspect of this proposal, submit the questions in writing by fax or email to: Frances Rodriguez; City of Gallup Purchasing Division; P.O. Box 1270 (87305); 110 W. Aztec; Gallup, NM 87301; (505) 863-1334 (phone); (505) 722-5133 (fax); vrodriguez@gallupnm.gov who shall be the sole point of contact for this RFP.

When faxing in questions, please include the following:

1. All transmissions should include a cover sheet.
2. Cover sheet shall contain: a) The RFP number b) Offeror name, contact person, phone number, and return fax number.

Inquiries requiring clarification/modification to the RFP will be compiled and responded to via written addendum issued before the due date/time. In the event addendum is received by an offeror after its proposal is submitted, the offeror must acknowledge receipt of the addendum by notice to the Purchasing Division via fax or email. Questions submitted after **September 2, 2016** at 5:00 p.m. may not be addressed.

CONFLICT OF INTEREST: Offeror warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service under this contract. Offeror 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.

ACKNOWLEDGEMENT OF RECEIPT: Return Acknowledgement of Receipt form as soon as possible but no later than September 2, 2016. Only potential offerors who return this form will receive copies of amendments and correspondence. Potential offerors that return acknowledgment late or do not return at all, shall still be allowed to submit a proposal.

EXISTING AGREEMENT: The Offeror may extend the terms and conditions of this contract to other governmental entities pursuant to the governing laws of those entities. The City of Gallup shall not have any liability to offeror as a result of such extension.

APPLICABLE LAW: This proposal and Contract shall be governed by the ordinances of the City of Gallup and the laws of the State of New Mexico.

RFP DOCUMENTS: RFP documents may also be retrieved by accessing the Purchasing page of the City of Gallup website, www.gallupnm.gov/purchasing , by calling (505) 863-1232 or visiting the Central Purchasing Division at 110 West Aztec, Gallup, NM 87301.

The City of Gallup will notify vendors of record of amendments/addenda that are issued. Vendors of record are those that are currently on bidders' list or those vendors that have submitted the Acknowledgement of Receipt form by its due date. If not a vendor of record for the solicitation, or if solicitation copy was downloaded from City of Gallup website, it shall be vendor's responsibility to check website frequently for copies of any addenda/amendments or correspondence concerning the solicitation. Failure to acknowledge all addenda could result in rejection of proposal as non-responsive. In the case of an inconsistency between information on this site and the written document, the written document shall prevail.

NOTICE TO BIDDERS

As of October 5, 2011 applications for Resident New Mexico in-state bidders will no longer be processed through the State Purchasing Division. All resident business and contractors will have to obtain a new preference number with the New Mexico Department of Taxation and Revenue as of January 1, 2012.

It will be the sole responsibility of the Bidders requesting consideration for the New Mexico Resident Business Preference to obtain approval and a certification from the New Mexico Department of Taxation & Revenue prior to the bid opening date. You must furnish a copy of the Resident Business Certificate with each bid in order to be considered for the in-state preference as per Sections 13-1-21 and 13-1-22 NMSA 1978.

As of July 1, 2012 a New Mexico Resident Veteran's Business preference number may be obtained from the New Mexico Department Taxation and Revenue Department. In order to be considered for the New Mexico Veteran's Contractor preference a copy of the Certificate must be included with each bid as per Sections 13-1-21 and 13-1-22 NMSA 1978.

For additional information please call 505-827-0951, or to download applications log on at: WWW.TAX.NEWMEXICO.GOV, select "Businesses" and click on "In-State Preference Certification" located under "Popular Information" caption.

III. SCOPE OF WORK

A. Overview:

The purpose of this RFP is to solicit proposals for a contractor to provide labor relations and negotiation services which includes advising the City Manager and the Human Resources Department, and assisting the City of Gallup in meeting and conferring in good faith with representatives of recognized labor organizations.

1. The Contractor shall perform the following in a satisfactory and proper manner, as determined by the Human Resources Department, City Manager and the City of Gallup:

Provide advice and assistance to the Human Resources Department and City Manager in the following areas:

- A. Analyze existing collective bargaining agreements and assist the Human Resources Department in preparation for commencement of labor negotiations for the City of Gallup for collective bargaining agreements expiring during the term of this Agreement;
- B. Assist the Human Resources Department in the development of a negotiating strategy to achieve a successful collective bargaining agreement;
- C. Train management negotiation team for forthcoming contract negotiations; meet with designated staff to define management goals and policy for union negotiations; meet with designated staff to assist in formulating management proposals for negotiations.
- D. Conduct labor negotiations between the City of Gallup and the labor organizations representing bargaining units within the City workforce, including:
 1. The United Mine Workers of America, Local #1629, estimated 137 employees represented.
 2. The Gallup Firefighters Union, International Association of Fire Fighters, Local #4296, estimated 42 employees represented; and
 3. The Gallup Police Officers Association, Fraternal Order of Police, McKinley County Lodge #7, estimated 62 employees represented;
- E. Respond in a timely fashion to questions from administrative staff on the proper administration of labor relations;
- F. Represent the City of Gallup, when requested, in arbitration cases; and
- G. Provide a progress report of work completed and disposition of same at the end of each month of this Agreement, make recommendations, and receive direction from management regarding future assignments
- H. Oversee and direct response to employee organization(s) request(s) for information.

Through satisfactory completion of the Scope of Work set forth above and submission of acceptable Deliverables, the Contractor will assist the City to:

- I. Establish a consistent approach to labor relations management among union-represented workers;

J. Provide training to the City's managerial and executive staff in effective labor management techniques.

B. Minimum Required Qualifications of Offerors

1. Offeror shall have a minimum of five (5) years regular and continuous engagement in providing labor relations consulting services to public sector organizations. Experience shall include successfully serving as lead negotiator, and representation in binding arbitration for grievance cases.
2. Knowledge of and experience in current employer-employee relations practices, trends and major problems; principles of labor negotiations, applicable federal and State of NM labor laws, public and private sector labor practices, structure and operation of municipal governments, and employee benefit and retirement programs.
3. Offeror's proposal shall include resumes of key personnel who will be performing services.

C. Insurance Requirements

Coverage limits - Insurance coverage limits required to be carried by the Offeror under this Section shall be as follows:

- a. 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:
- b. Combined Single Limit coverage of \$1,000,000
- c. Offeror's Workers' Compensation coverage shall be those established by applicable statutes. Employer's liability coverages shall be the limits established by the New Mexico Tort Claims Act or \$1,000,000.

D. Billing Reports

Separate Detailed Billing Report:

- a. The Offeror shall provide a separate detailed billing report documenting the incremental charges for services provided.
- b. The separate detailed billing report's total charges shall match the total breakdown charges as invoiced.
- c. The separate detailed billing report shall be sent separately from the accounts payable invoice and shall be addressed to the attention of the City Human Resources

Office or the City's designated representative for the case. The envelope containing the separate detailed billing report shall be marked "confidential".

IV. RESPONSE FORMAT AND ORGANIZATION

1. Number of Responses/Copies

Offerors shall provide one (1) original and five (5) identical copies of their proposal.

2. Proposal Format

The proposal shall be limited in format and length. Format will be 8-1/2" x 11" with foldout sheets allowed up to 11" x 17" in size. All foldout sheets, up to a maximum of 11" x 17" sheets will be counted as two pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of **twenty-five (25)** numbered pages (printed sheet faces) of text no smaller than 10 point, and/or graphics. Points may be deducted if the page count is exceeded. If there is any question as to format requirements contact the Purchasing Division for clarification, prior to submittal of the proposal.

Material excluded from the **twenty-five (25) page** maximum count is limited to:

- Front cover (photos with captions on inside cover allowed)
- Divider pages (blank except for title information)
- Back cover (photos with captions on inside of back cover allowed)
- Tables of Contents page (one page maximum)
- Letter of Transmittal
- Resumes
- Comments on Draft Agreement
- Certificate(s) of insurance
- Campaign Contribution Disclosure Form
- Acknowledge Receipt of Amendment form
- Copy of New Mexico Resident Bidder or Resident Veteran Business Certificate (if applicable)
- Current I.R.S. W-9 Form
- Resident Veterans Preference Certification (Page 25; if applicable)
- Resident Business Preference Table (Page 19; if Applicable)
- Cost/Fee Proposal (under separate, sealed cover)

3. Proposal Organization

All pages shall be numbered except for those specifically excluded from the page count. All foldout pages shall be counted as two (2) pages and shall be numbered as such. **Proposals shall be organized and tabbed in the same order as the evaluation criteria.** A separately tabbed Appendix shall be included at the end of offeror's proposal that contains the following: **1)** Letter of Transmittal; **2)** Campaign Disclosure Form; **3)** Acknowledgement of Receipt of Amendment

form (if any); **4)** Current insurance certificates should be included; **5)** Address specific concerns with the Draft Agreement, if any **6)** Copy of New Mexico Resident Bidder or Resident Veterans Certificate **7)** Resident Veterans Preference Certification (if applicable) **8)** Current I.R.S. W-9 form **9)** Resident Business Preference Table (if applicable).

Proposals shall be organized as follows:

a.) Response to Scope of Work, organized and tabbed in the same order as the Evaluation Criteria.

A separately tabbed Appendix shall be included at the end of offeror's proposal consisting of:

b.) Letter of Transmittal—Each proposal must be accompanied by a Transmittal letter. The Transmittal letter shall identify the Offerors as follows:

i.) Identify the name and title of the person(s) authorized to contractually obligate the Offeror for the purpose of this RFP and the contract;

ii.) Be signed by a person authorized to contractually obligate the Offeror that explicitly indicates substantial acceptance of the Agreement between Owner and Contractor and compliance with all codes, regulations, facilities, City standards and requirements and laws that shall apply to this project.

c.) Campaign Contribution Disclosure Form –A form is included with this RFP. Any prospective contractor must fill this form whether or not they, their family member, or their representative has made any contributions subject to disclosure.

d.) Acknowledgement of Receipt of Amendment forms (if any issued)

e.) Copy of current insurance certificate indicating coverages in the amount indicated in the proposal should be submitted.

f.) Address specific concerns with the Draft Agreement, if any.

g.) Copy of New Mexico Resident Bidder Certificate – Offeror **MUST** include a copy of their New Mexico Resident Business or New Mexico Resident Veteran Business Certificate for purposes of receiving the New Mexico Resident Business or New Mexico Resident Veteran Business Preference, if applicable.

h.) City of Gallup Business License should be included if available

i.) Current I.R.S. W-9 Form

j.) Resident Veterans Preference Certification

k.) Resident Business Preference Table (Page 25; if Applicable)

l.) Fee Proposal to be submitted in separate **SEALED** envelope within the same shipping container/envelope as the Proposal

V. PROPOSAL EVALUATION AND CRITERIA

Shortlisting - A maximum total of 1000 points are possible in scoring each proposal. The Evaluation Committee will evaluate the proposals and may develop a shortlist of the top ranked respondents. The evaluation criteria to be used by the Evaluation Committee and the corresponding point values for each criteria are listed below.

Scoring - Utilizing the materials provided by the Purchasing Division, and the criteria outlined within the request for qualification or proposal, each committee members will complete the evaluation form included in the materials. This evaluation shall be completed prior to a committee discussion meeting scheduled by the Procurement Manager.

At the committee meetings, the Procurement Manager will poll members of the committee to provide any comments relative to the proposals that influenced their scores. Discussions may be held with Offerors for the purposes of obtaining clarification, or obtaining Best and Final Offers.

Following discussion by the members, each member may review scores, may make any changes and confirm point totals on the evaluation forms. The committee will submit their evaluation forms to the Procurement Manager who will compile and total all scores. Scoring may take place over several rounds. Based upon the results of scoring, the committee will determine whether interviews will be conducted, whether to solicit Best and Final Offers from the top respondents, or both.

Oral Interviews - Based upon the results of scoring, the committee will determine whether interviews will be conducted. Interviews will be conducted if a majority of the members present at the meeting determine whether interviews are in the best interest of the City.

Should the committee elect to conduct interviews, the top respondents will be interviewed. The Purchasing staff will coordinate the interviews with each interviewee of the time, date and place the committee will conduct interviews and the time allowed for each presentation. The Committee members may question each interviewee during or after its presentation. At the conclusion of all interviews, each member shall freshly rate each interviewee in accordance with the criteria and standards stated. A maximum of **100** additional points may be awarded a firm based on oral presentation/interviews. If oral presentations are not held, no additional points shall be awarded. The City is under no obligation to conduct interviews with any Offeror and may award a contract without conducting interviews.

Only the final combined committee score for each offeror shall be available for public inspection after award of the contract. Individual committee members score sheets and rankings shall be confidential.

Evaluation Criteria: The proposal must be labeled in sequential order (corresponding to the numbered paragraph below) to facilitate evaluation.

1. Specialized Knowledge and Qualifications:

- Brief history of firm in including demonstrating minimum 5 years of experience providing similar services to public entities.
- Resumes indicating qualifications/competence of key personnel assigned to the projects including professional background, education, certifications and experience, including known sub consultants.
- Firm's experience with providing the scope of services requested in this proposal and familiarity with labor laws in New Mexico

[300 Points]

2. Capacity and Capabilities:

- Information regarding Firm's past capability to meet schedules, and meet project administration requirements.
- Describe how you will control expenditures within your organization for work hours, direct costs, and other costs associated with direct service fees.
- Describe proposed approach to this project and anticipated tasks to accomplish the goals of the project, and that demonstrates Offeror's knowledge and skills.

[200 Points]

3. Past Record of Performance:

- A client list in the government sector (municipalities, schools) etc. with at least 5 references where similar services have been provided within the past 3 years. Include contact information and client name, address, telephone and fax number, and email address.
- **Letters of Reference** from three (3) recent entities or clients to whom services were provided within the past 3 years, preferably in the public sector, that document the Offeror's ability to perform the services requested in this proposal.
- Explain your approach to how any project difficulties/issues are handled.

[150 Points]

4. Quality and Completeness of Response:

- Quality and completeness of response in that all areas addressed and demonstrates offeror's grasp of project services.

[100 Points]

5. Fee Proposal:

Hourly fee schedule for all key personnel and services requested, including indirect expenses and incidentals, exclusive of taxes. All fees will remain firm and fixed for the term of the contract, including any renewals. **FEE PROPOSALS SHALL BE SUBMITTED SEPARATELY IN SEPARATE SEALED ENVELOPE. (See exhibit A on page 21)**

[250 Points]

The offeror with the lowest hourly rate for their primary personnel for each area of expertise will receive a total of 250 points. Each succeeding offer will receive a quota of points computed as follows:

$$\frac{\text{Lowest Offer (\$)}}{\text{Higher Offer (\$)}} \times 250 = \text{Points Price Evaluation}$$

TOTAL POSSIBLE

[1000 POINTS]

Factor	Points Available
5 years providing labor relations	Pass/Fail
Knowledge/experience in employer-employee relation practices	Pass/Fail
Resumes of key personnel	Pass/Fail
Letter of Transmittal	Pass/Fail
(1) Specialized Knowledge and Qualifications	300
(2) Capacity and Capability	200
(3) Past Record Performance	150
(4) Quality and Completeness of Proposal	100
(5) Fee Proposal	250
SUBTOTAL	1000 Points
New Mexico Resident bidder or Resident Veteran Bidder	100 points Maximum
TOTAL	1100 Points w/Preference Possible

Failure to meet mandatory qualification or submit a mandatory submittal will be grounds for disqualification

Application of In-State Preference:

- 1.) Pursuant to Section 13-1-21(C) (2), NMSA 1978. When a public body makes a purchase using a formal request for proposals process.

- a.) If the contract is awarded based on a point-based system, a resident business shall be awarded the equivalent of (5) five percent of the total possible points to be awarded based on the resident business possessing a valid resident business certificate. A resident Veteran’s business may be awarded up to a (10) ten percent preference of the total possible points.
 - b.) The City’s RFP award process is based on a point system with 1000 points possible. With the in-state preference applied, 1050 points will be possible; with the Resident Veteran’s Preference applied a maximum of 1100 points are possible.
- 2.) Pursuant to Section 13-1-21 (D), NMSA 1978. When a joint bid or joint proposal is submitted by both resident and nonresident businesses, the resident business preference provided pursuant to Subsection E of this section shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a nonresident business as specified in the joint bid or proposal.

Offeror will complete the following table if submitting a joint proposal:

Firm Name, Location Of Resident Business	Work to be Performed	% of Work Performed Compared to Total Contract Cost
Firm Name, Location Of Non-Resident Businesses	Work to be Performed	% of Work Performed Compared to Total Contract Cost

Points shall be distributed by the percent of work identified above calculated as follows:
 Example: 35% of work will be performed by the certified resident business: 35% of 5 points = 1.75 points.

Oral Presentation Agenda:

If oral presentations are determined to be necessary, a 60 minute time allotment will be available for each presenting firm, 40 minutes for the presentation and up to 20 minutes for a question-answer period.

Offerors should be prepared to speak to the following issues during the course of their presentation:

- 1) Key Personnel and Roles-Evaluation shall be based on personnel qualifications and professional skills of key individuals (see Evaluation Criteria No. 1).
- 2) Pertinent History and Experience of the Firm-Evaluation shall be based on related projects presented as previous work of the firm (see Evaluation Criteria No. 2).
- 3) Grasp of Project Requirements-Evaluation shall be based on firm's approach, analysis, and understanding of services required (see Evaluation Criteria No. 1 and 3).

VI. PROPOSED SCHEDULE

It is the intent of the City to adhere to the following schedule. However, the City reserves the right to adjust or modify the schedule.

Action		Due Dates (times)
1. Advertise RFP		August 13, 2016
2. Acknowledgement of Receipt Due		September 2, 2016
3. Deadline to Submit Questions		September 2, 2016 @ 5:00 pm
4. Submission of Proposal		September 14, 2016 @ 2:00pm
5. Evaluation		September 15-23, 2016
6. Award		September 26, 2016

EXHIBIT "A"
Fee Proposal
***(Reference Section V. 5-Fee Proposal Criteria)**

Offeror shall present an hourly billing rate schedule for service showing the names of all Primary key personnel who will be assigned to the City along with a breakdown of other expenses such as clerical support, long distance telephone calls, photocopies, express mail, facsimiles, etc. All fees will remain firm and fixed for the term of the contract, including any renewals.

<u>NAME KEY PERSONNEL/TITLE</u>	<u>AREA OF EXPERTISE</u>	<u>HOURLY RATE</u>
<i>EXAMPLE</i>		
<i>*John Smith – Principal</i>	<i>Primary/Chief Negotiator</i>	<i>\$100.00</i>
<i>Jane Doe-Associate</i>	<i>Secondary/Chief Negotiator</i>	<i>\$ 90.00</i>

<u>DESCRIPTION OF OTHER EXPENSES:</u>	<u>RATE OF COMPENSATION</u>
Clerical Support	_____
Photocopies	_____
Facsimiles	_____
Long Distance Telephone Calls	_____
Express Mail	_____
Electronic Media	_____
Travel Expenses/Lodging (see below)	

Travel expenses and lodging will not exceed the current City of Gallup Reimbursement rate.
Travel by vehicle shall be reimbursed at the rate of \$.46 per mile based on official mileage chart.

Lodging shall not exceed \$100.00 per room per day.

Meals shall be reimbursed at the rate of \$30.00 per day for in-state, and \$45.00 per day out of state.
These are maximum amounts and not per-diem amounts. Per-diem amounts are not provided.

Prohibited Expenses: Reimbursement for alcoholic beverages shall not be allowed. Entertainment and telephone calls unrelated to business shall not be reimbursed.

Air fare shall be reimbursed at the lowest reasonable fare available at the time tickets are purchased.

Detailed receipts for travel and lodging shall be submitted with vendors invoice.

If there is not enough space on this page to complete your fee schedule please add additional pages as necessary

RFP No. 2016/2017/01/P
LETTER OF TRANSMITTAL

The undersigned certifies that they have read and understand the above General Conditions and Proposal documents and that they accept these conditions and submit the attached proposal in full compliance with these conditions and the applicable proposal specifications. I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 60 days in order to allow the City adequate time to evaluate the qualifications submitted.

In submitting this proposal, the offeror represents that the offeror has familiarized themselves with the nature and extent of the Request for Proposals dealing with federal, state and local requirements which are a part of this proposal, and further that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, firm or corporation submitting a proposal for the same product or service. The offeror will comply with all applicable federal and state laws, local ordinances and the rules and regulations of all authorities having jurisdiction over the goods or services of the project.

The Offeror further warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding Contracting with a public officer or City employee or former City employee have been followed.

NAME OF FIRM THAT WILL CONTRACT WITH THE CITY

TYPE OF BUSINESS ENTITY (Corporation, Partnership, LLC, etc)

AUTHORIZED SIGNATURE

NAME PRINTED OR TYPED

TITLE

TELEPHONE: _____

DATE: _____

FAX: _____

ADDRESS: _____

EMAIL: _____

RETURN THIS FORM WITH YOUR PROPOSAL

RFP No. 2016/2017/01/P
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the City of Gallup or the State of New Mexico during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office.

“Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

NAME(S) OF APPLICABLE PUBLIC OFFICIAL(S): Mayor Jackie McKinney; Councilors Linda Garcia, Allan Landavazo, Yogash Kumar, Fran Palochak.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Signature

Date

Title (Position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

RETURN THIS FORM WITH YOUR PROPOSAL

RFP No. 2016/2017/01/P
RESIDENT VETERANS PREFERENCE CERTIFICATION

(This Form Must be submitted with your proposal if you are certified as a New Mexico Resident Veterans business)

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22, NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

Date

*Must be an authorized signatory for the Business

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

CONTRACT **DRAFT** AGREEMENT

THIS AGREEMENT, entered into the _____ day of _____, 2016 by and between _____ herein called the “Contractor” and the City of Gallup, a municipal corporation, herein called the “City”.

1. SCOPE OF WORK:

The Contractor shall provide: _____

2. COMPENSATION:

In consideration for the services provided pursuant to Paragraph 1, the Contractor shall charge the City on a monthly billing basis, for work competed, and City shall pay only the following charges:

On any billing, Taxes shall be shown as a separate line item.

The Offeror shall provide a detailed billing report, separate from the invoice, documenting the incremental charges for services provided. The separate detailed billing report’s total charges shall match the total breakdown charges as invoiced. **The separate detailed billing report shall be sent separately from the accounts payable invoice** and shall be addressed to the attention of the City Human Resources’ Office or the City’s designated representative. The envelope containing the separate detailed billing report shall be marked “CONFIDENTIAL”.

V. **TERM:**

Subject to the parties executing this contract, the term of this Agreement shall be effective from _____, 2016 to _____, 2018 unless sooner terminated, and may be renewed as specified in Paragraph 20.

VI. **TERMINATION:**

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

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

incurred for performance or failure to perform prior to the date of termination.

VII. STATUS OF CONTRACTOR:

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

VIII. INDEMNITY:

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

IX. ASSIGNMENT:

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

X. SUBCONTRACTING:

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

XI. RECORDS AND AUDIT:

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

XII. APPROPRIATIONS:

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

XIII. RELEASE:

The Contractor upon final payment of the amount due under this Agreement, releases the City, its officers, employees, and the City of Gallup from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City of Gallup to any obligations not assumed herein by the City of Gallup, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

XIV. CONFIDENTIALITY:

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

XV. CONFLICT OF INTEREST:

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

XVI. AMENDMENT:

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

XVII. SCOPE OF AGREEMENT:

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

XVIII. NOTICE OF PROCUREMENT CODE:

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

XIX. EQUAL OPPORTUNITY COMPLIANCE:

The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the

State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

XX. INSURANCE:

Contractor shall provide certificate of insurance which includes statutory limits for worker's compensation specified in Paragraph C, page 13 with the City named as additional insured. Certificate evidencing the above shall be furnished to the City of Gallup.

XXI. APPLICABLE LAW:

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

XXII. RENEWAL:

After the initial two year term, the Contract shall automatically renew contract for one (1) each additional two (2) year period unless sooner terminated in accordance with Paragraph 4.

XXIII. WAIVER OF CONTRACTURAL RIGHT:

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

XXIV. SEVERABILITY:

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

XXV. NOTICE:

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

City of Gallup:

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

Project Contact for the City:

Human Resource Director
Klo Abeita
P.O. Box 1270
Gallup, New Mexico 87305-1270

Provider:

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

CONTRACTOR:

COMPANY NAME: _____

SIGNED BY: _____
NAME AND TITLE

Date: _____

CITY OF GALLUP, NEW MEXICO

BY: _____
Frances Rodriguez, Purchasing Director

Date: _____

Attest:

Alfred Abeita: City Clerk

Date: _____