

**GALLUP-McKINLEY COUNTY ANIMAL CONTROL AUTHORITY
SPECIAL MEETING AGENDA****Tuesday, June 2nd, 2020, 1:00 p.m.
City Hall Council Chambers****PUBLIC NOTICE: In accordance with the public health order issued by the New Mexico Department of Health, the meeting will be physically closed to the public; however, it will be accessible to the public via the following technology service:**

Facebook Live Stream through the City of Gallup's Facebook page:

<https://www.facebook.com/CityOfGallup>**Members of the public may call in with questions and/or comments during the meeting at (505) 863-1240. Please leave your name and a return phone number.**

*** Call to Order / Roll Call

*** Approval of January 14th, 2020 Meeting Minutes**PUBLIC MEETINGS****ITEM ONE:** Quarterly Financial Report- Patty Holland, Chief Financial Officer**ITEM TWO:** FY 2021 Projected Budget- Patty Holland, Chief Financial Officer**ITEM THREE:** Review the Request for Proposals (RFP) for Animal Shelter Services and Veterinarian Services- Clyde (C.B.) Strain, Planning & Development Director

*** Open Floor

*** Adjourn

Minutes

January 14, 2020 Regular Meeting

Gallup-McKinley County Animal Control Authority
January 14th, 2020 Minutes
City Council Chambers

The Regular Meeting of the Gallup-McKinley County Animal Control Authority was called to order at 1:00 p.m. by Chairwoman Cherry Menapace.

Upon roll call, the following were present:

Cherry Menapace
Dr. Oscar A. Palomo, MD
Patty Holland
Dorie Rowberry

Upon roll call, the following were absent:

Tommy Nelson

Presented to the Chairwoman and Authority Board Members for their approval were the minutes of the October 8th, 2019 meeting. Board Member Palomo motioned for approval of minutes as presented. Seconded by Board Member Rowberry. Motion Carried.

Upon roll call, the following votes were:

Dr. Oscar A. Palomo, MD (Yes)
Dorie Rowberry (Yes)
Patty Holland (abstained- did not attend 10/8/19 meeting)
Cherry Menapace (Yes)

ITEM ONE: Annual Open Meetings Act, Resolution #RA 2020-01

Clyde (C.B.) Strain, Planning & Development Director began by explaining how this item was the Board's annual review in regards to the New Mexico Open Meetings Act. It requires entities that hold open meetings to adopt a resolution establishing dates and times of their meetings as well as notice time frames. CB explained how nothing had changed from the last Open Meetings Act Resolution that was approved in 2019. The Board will continue to meet on the second Tuesday in January, April, July and October at 1 p.m. in the City Council Chambers. Regular meetings will require a ten (10) day notice, special meetings three (3) day notice, and emergency meetings twenty-four (24) hour notice to the news media. The notices will also include information regarding disability accommodations and other special requirements. CB informed the Board that if they would like to change the meeting times now would be the time to do so. If there

were no changes, the Board could approve the resolution as presented and adopt the same quarterly meeting time of 1 p.m.

Chairwoman Menapace asked the Board Members if they had any questions or changes. There were none.

Chairwoman Menapace stated that the item was closed.

Motion to approve or deny Resolution # RA 2020-01. Board Member Palomo motioned for approval of Item One. Seconded by Board Member Rowberry. Motion Carried.

Upon roll call, the following votes were:

Dr. Oscar A. Palomo, MD (Yes)
Dorie Rowberry (Yes)
Patty Holland (Yes)

ITEM TWO: Quarterly Financial Report

Patty Holland, Chief Financial Officer began by explaining how the Animal Control Quarterly Report (Pages 2-1 & 2-2) included data from the first quarter of fiscal year 2020 (July 2019 to September 2019). With the timings of the meetings the quarterly reports are a few months behind. Board Member Holland stated that Animal Control's total budget at that time was \$659,773.00 whereas \$168,378.00 had been spent, which showed that they were right on track spending about twenty-five percent (25%) of their budget. She continued by stating that there wasn't any many major surprises or emergency items in their budget. There was however a couple of modifications because of a slight increase in the rent of the building, which has been reflected in the quarterly report. Board Member Holland reiterated how Animal Control's spending was right on track and was exactly what they had anticipated.

Chairwoman Menapace asked the Board Members if they had any questions. There were none.

Chairwoman Menapace stated that the item was closed.

Motion to accept or not accept the quarterly financial report. Board Member Palomo motioned to accept Item Two. Seconded by Board Member Rowberry. Motion Carried.

Upon roll call, the following votes were:

Dr. Oscar A. Palomo, MD (Yes)
Dorie Rowberry (Yes)
Patty Holland (Yes)

ITEM THREE: Present Animal Control statistics from January to December 2019

Cosy Balok, Animal Protection Supervisor began by explaining how they keep track of their statistics throughout the year. She referenced Page 3-1 where it breaks down the annual number of animals spayed/neutered, adopted, transferred, reclaimed and euthanized. They also show where animals are received from; City, County and Navajo Nation. Cosy went on to state that in 2019 they had a total of 5,004 animals come into their shelter and in 2018 4,808 which was an increase of 196 animals. She referenced the Incoming Animals 2 Year Comparison graph on Page 3-2 where the Board could visualize the number of increasing animals coming from the Navajo Nation. She went back to Page 3-1 where the total number of incoming animals for 2019 from the Navajo Nation was 1,990, the County was 1,175 and the City 1,839. On the bright side the McKinley County Humane Society has been able to transport out a total of 3,723 animals meaning that they don't have many to euthanize. Cosy stated that within the City and County they've adopted out 337 animals and released several wild animals such as, snakes and skunks back into the wild.

Cosy spoke about the trap, spay/neuter and release program, which has been doing very well for the community. She explained how they work with people in certain areas where there are several cats who don't have a home. These people either bring them in or they help trap them so they can spay/neuter, vaccinate and release them back to the same area. The people are okay with those cats living in their neighborhoods as long as they've been fixed and they also take the responsibility of occasionally putting out food for them and taking care of them. Cosy explained how a lot of people like to do this because the feral cats can't be placed into a home and people also use them for barn cats, which the shelter does provide for free. The spay/neuter release program is popular throughout the country and they're just now getting into it and thus far has been a success. Cosy stated that people really do appreciate the program because it helps keep the numbers down and those fixed cats will keep new cats from coming in being that they're territorial.

Cosy then went on to state that their euthanasia rates were pretty good where they only put down 242 animals for 2019. These euthanized animals were unadoptable meaning they were too feral to rehabilitate or too sick/injured to fix. She pointed out how they don't euthanize animals just because they're not wanted, which was where the McKinley County Humane Society's transfers come into play. Cosy ended by speaking about how they had 10 animals for rabies watch throughout 2019.

Board Member Holland asked if any of the rabies tests came back positive. Cosy responded that none were positive and that they've never had any positive except about twenty (20) years ago from a bat. Cosy stated that bats were one of the most likely animals to have rabies so they tell everyone not to mess with bats. Board Member Palomo stated that the last rabies case he knew about in our area was in 1964 for a dog.

Board Member Palomo stated that according to Page 3-1 the number of animals euthanized by City residents was 115, which was almost twice as much as the reservation and county and wondered why. Cosy stated that they have euthanasia by owner

requests separated out on the report so she wasn't sure why that number was higher in the City. Cosy thinks it may be because of injured animals that were hit by cars or sick animals within the City that officers picked up.

Cosy informed the Board that the problem with the incoming reservation animals has continued to increase. She heard that the Navajo Nation was building a new shelter in Crownpoint, New Mexico, but hasn't seen a decrease in their numbers. Cosy stated that their shelters continue to be full with mostly reservation animals and wasn't sure how much longer the City could afford to do so. She didn't think that it was fair that their kennels were full with reservation animals whereas they turn away several City and County animals. Cosy stated that as of today they were again full and not accepting any animals. Yesterday they took in 42 dogs and most were from the reservation. She explained how without the help of the McKinley Humane Society they wouldn't be able to handle all these animals because they do an average of three (3) transports per week. There was a discussion between Board Members and staff about how animals are dumped in the City and it was a hard position for the Board to act on reservation animals. Cosy stated that they needed to encourage the reservation to contribute to help take care of their animals.

Cosy informed the Board about their first hoarding case of 2020 where they had 57 animals (47 dogs and 10 cats) housed in Thoreau, New Mexico. She explained how the animal owners were cooperating with Animal Control and how all the animals were in pretty good condition. Animal Control has already taken 23 animals and will continue to take more every week until they're down to their limit of four (4).

Board Member Palomo asked if there was any way Cosy could work with Cibola County when one of their shelters doesn't have space. Cosy responded that she wasn't sure how much their facility could hold or if that would even be an option.

Board Member Holland asked about the Livestock 2 Year Comparison graph on Page 3-5 and wanted to know what type of livestock animals were being dropped off. Cosy responded that it was mostly horses that people could no longer take care of. She also spoke about how cows have been coming into the City to get water and how they've been having recent problems on the east end of Gallup.

Chairwoman Menapace asked the Board Members if they had any additional questions. There were none.

Chairwoman Menapace stated that the item was closed.

Motion to accept or not accept the Animal Control statistic report. Board Member Holland motioned to accept Item Three. Seconded by Board Member Rowberry. Motion Carried.

Upon roll call, the following votes were:

Patty Holland (Yes)

Dorie Rowberry (Yes)
Dr. Oscar A. Palomo, MD (Yes)

ITEM FOUR: Animal Control Address Change

Cosy Balok, Animal Protection Supervisor informed the Board that the Animal Control facilities address has changed from 1315B Hamilton Road to 1273 Balok Street.

Chairwoman Menapace asked the Board Members if they had any questions. There were none.

Open Floor:

Clint Balok, Veterinarian for the City of Gallup approached the podium and introduced himself. Mr. Balok explained how he wanted to ask for the Board's support for a new animal care facility for about 12,000 square feet. He spoke about how several animal care facilities throughout New Mexico have been built with state support such as, Farmington, Grants, Bernalillo, Hobbs and Las Cruces. Since 1988 he's fought the battle for housing animals and with the statistics just presented it proved how full their shelter was. Mr. Balok gave an example of how 5,000 animals could fill up a gymnasium or a semi-truck. He spoke about how Bernalillo recently got a new animal facility about 17,000 square feet with 14 animal control officers whereas Gallup only had 4. Bernalillo's new facility also has surgical rooms and the director is paid \$150,000.00 annually. Mr. Balok informed the Board that in Gallup they do about 3,000 surgeries per year. He claimed that Bernalillo hasn't done any surgeries in their new facility yet, but holds 3,500 animals per year. He thought that there was some disparity being that the total number of animals housed in Gallup was about 5,000. He wondered if it was because it's Gallup or if they just don't know the right people to help make the new shelter happen. Mr. Balok emphasized how they really needed a new animal facility and how he's been fighting for it for 40 years. What he really needed was for the Board's support in lobbying. Mr. Balok stated that Senator Munoz has pledged 3 to 4 million dollars to go towards a new regional animal care facility. The architect estimates the new building to cost about 6 million dollars; so there's a shortfall. He reminded the Board how they also have the County, the Tribe and other senators and representatives in the state that could get funding to use discretionary funds. Mr. Balok stated that if they were going to get a facility this was the year to make it happen because he believes there will be the funds this year. He encouraged them to talk to City Councilors, County Commissioners and Council of Governments because there were a lot of people who could add their input and influence the whole region. Mr. Balok spoke about how the current shelter was not only full with animals, but with supplies and equipment. For years a Gallup animal facility has never been a priority, but the statistics make it clear and thinks Gallup deserves a new place for their animals. Mr. Balok stated they've been doing so much for so long with very little and that's now what's expected of them, which was not right. He reiterated how the Board needed to support the new facility and take the opportunity to ask their leaders to step up.

Board Member Rowberry stated that it would be very helpful if Mr. Balok could provide the Board copies of the statistics and the proposed building plans that way they're well informed when they start soliciting these politicians.

Board Member Palomo requested Mr. Balok send them a list of all the people he would like them to contact.

Mr. Balok stated how he was unsure which politicians to go to. He then spoke about he discussed the new animal facility with the mayor and he said they needed to get with the senator to develop a game plan. However, Mr. Balok was frustrated because everyone was too busy and certain leaders couldn't get along. There was a brief discussion between Board Members on how the Council of Governments was going to Santa Fe next week to discuss issues for the Gallup area.

Board Member Holland explained how capital outlay projects were directed by the City Council's request whereas 5 to 8 items were listed, but normally only funds 1 item that's Council's top priority. As far as discretionary funding it's an open ball game where you can speak to leaders and possibly obtain commitments, but it varies. Board Member Holland asked Mr. Balok if the facilities he mentioned earlier were all funded by the state or grants. Mr. Balok stated that he assumed a majority was funded by state funding. Board Member Holland asked Mr. Balok what the current square footage of their facility was. Mr. Balok responded that it was about 6,000 square feet.

Mr. Balok mentioned how the facility has been through some tough times. For about 20 years they had to heat the building with 4 wood and coal stoves and they had to ask for wood and coal donations. He stated that was the past, but still needed to improve for the future. Mr. Balok stated that anything the Board could assist with would be greatly appreciated and thanked them for their concerns.

Motion was made by Board Member Holland to adjourn the meeting. Seconded by Board Member Palomo. Motion Carried.

Upon roll call, the following votes were:

Patty Holland (Yes)
Dr. Oscar A. Palomo, MD (Yes)
Dorie Rowberry (Yes)

Authority Board meeting adjourned at 1:35 p.m.

GALLUP MCKINLEY COUNTY ANIMAL CONTROL AUTHORITY

CHAIRWOMAN CHERRY MENAPACE

ATTEST:

CLYDE (C.B.) STRAIN
SECRETARY TO GALLUP McKINLEY COUNTY
ANIMAL CONTROL AUTHORITY

Public Meetings

ITEM ONE

Quarterly Financial Report
Transactions from July 2019 to December 2019

Patty Holland, Chief Financial Officer

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	CURRENT ENCUMBRANCES	Y-T-D ACTUAL	BALANCE
GENERAL FUND					
101-2012-421.41-20	FULL-TIME POSITIONS	148,194	0	74,086	74,108
101-2012-421.41-30	PART-TIME POSITIONS	0	0	0	0
101-2012-421.41-40	SEASONAL POSITIONS	0	0	0	0
101-2012-421.41-50	OVERTIME	25,000	0	11,770	13,230
101-2012-421.41-60	ALLOWANCES	3,868	0	1,950	1,918
101-2012-421.41-70	TERMINAL LEAVE	0	0	0	0
101-2012-421.42-10	FICA - SOCIAL SECURITY	10,207	0	5,909	4,298
101-2012-421.42-20	FICA - MEDICARE	2,387	0	1,382	1,005
101-2012-421.42-30	RETIREMENT CONTRIBUTIONS	30,904	0	15,394	15,510
101-2012-421.42-50	GROUP INSURANCE	48,458	0	15,292	33,166
101-2012-421.42-60	RETIREE HEALTH	3,682	0	1,484	2,198
101-2012-421.42-70	UNEMPLOYMENT INSURANCE	0	0	0	0
101-2012-421.42-80	WORKER'S COMP (ASSESSMNT)	46	0	23	23
101-2012-421.42-90	TUITION REIMBURSEMENT	0	0	0	0
101-2012-421.42-99	OTHER	0	0	0	0
* PERSONNEL		<u>272,746</u>	<u>0</u>	<u>127,290</u>	<u>145,456</u>
101-2012-421.43-10	TRAVEL	5,000	0	3,867	1,133
101-2012-421.44-10	MAINT - BUILDINGS	0	0	0	0
101-2012-421.44-20	MAINTENANCE CONTRACTS	1,500	0	1,452	48
101-2012-421.44-30	MAINT - GROUND/ROADWAYS	0	0	0	0
101-2012-421.44-40	MAINT - EQUIPMENT	577	110	110	357
101-2012-421.44-50	MAINT - VEHICLES	0	0	0	0
101-2012-421.44-51	FUEL PURCHASES	7,500	0	4,202	3,298
101-2012-421.44-90	MAINT - OTHER	0	0	0	0
101-2012-421.45-30	PROFESSIONAL SERVICES	284,000	150,051	132,388	1,561
101-2012-421.45-90	OTHER SERVICES	1,000	0	15	985
101-2012-421.46-10	SUPPLIES	7,500	1,015	497	5,988
101-2012-421.46-20	NON-CAP-FURN, FIX & EQUIP	1,000	0	147	853
101-2012-421.46-30	SAFETY EQUIPMENT	700	0	579	121
101-2012-421.46-40	UNIFORMS	3,500	1,135	1,101	1,264
101-2012-421.47-04	EMPLOYEE TRAINING	4,950	0	3,073	1,877
101-2012-421.47-07	POSTAGE AND MAIL SERVICE	200	0	0	200
101-2012-421.47-08	PRINTING & PUBLISHING	200	0	91	109
101-2012-421.47-12	RENT OF EQUIP & MACHINERY	4,500	1,076	1,924	1,500
101-2012-421.47-13	RENT OF LAND & BUILDINGS	52,800	20,800	30,800	1,200
101-2012-421.47-14	SUBSCRIPTION AND DUES	800	0	480	320
101-2012-421.47-15	TELEPHONE	0	0	0	0
101-2012-421.47-16	UTILITIES	13,500	0	6,657	6,843
* OPERATIONS		<u>389,227</u>	<u>174,187</u>	<u>187,383</u>	<u>27,657</u>
101-2012-421.48-20	EQUIPMENT & MACHINERY	0	0	0	0
101-2012-421.48-70	VEHICLES	0	0	0	0
* CAPITAL OUTLAY		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ADJUSTED BUDGET	CURRENT ENCUMBRANCES	Y-T-D ACTUAL	BALANCE
**	EXPENDITURE	661,973	174,187	314,673	173,113
***	ANIMAL CONTROL	661,973	174,187	314,673	173,113
****	SWORN POLICE	661,973	174,187	314,673	173,113
*****	GENERAL FUND	661,973	174,187	314,673	173,113
		=====	=====	=====	=====
		661,973	174,187	314,673	173,113

Public Meetings

ITEM TWO

Fiscal Year 2021 Projected Budget

Patty Holland, Chief Financial Officer

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	TWO YEAR'S AGO ACTUALS	LAST YEARS ACTUALS	Y-T-D ACTUAL	2020 ADJUSTED BUDGET	FY 2021 DIV REQUEST	2021 CM REVIEW
101-2012-421.41-20	FULL-TIME POSITIONS	139,256	133,085	114,069	148,194	148,916	148,916
101-2012-421.41-50	OVERTIME	20,649	20,656	16,274	22,800	25,000	25,000
101-2012-421.41-60	ALLOWANCES	4,310	3,730	4,255	6,068	4,432	6,545
101-2012-421.42-10	FICA - SOCIAL SECURITY	11,097	10,554	9,030	10,207	10,303	10,360
101-2012-421.42-20	FICA - MEDICARE	2,591	2,469	2,112	2,387	2,410	2,423
101-2012-421.42-30	RETIREMENT CONTRIBUTIONS	28,643	27,177	23,721	30,904	31,107	31,107
101-2012-421.42-50	GROUP INSURANCE	31,596	30,048	22,875	48,458	30,420	33,463
101-2012-421.42-60	RETIREE HEALTH	2,785	2,649	2,286	3,682	2,994	2,994
101-2012-421.42-80	WORKER'S COMP (ASSESSMNT)	44	44	35	46	46	46
*	PERSONNEL	240,971	230,412	194,657	272,746	255,628	260,854
101-2012-421.43-10	TRAVEL	1,935	2,798	3,867	6,000	5,000	5,000
101-2012-421.44-20	MAINTENANCE CONTRACTS	0	1,694	1,452	1,500	1,500	1,500
101-2012-421.44-40	MAINT - EQUIPMENT	1,332	221	165	377	500	500
101-2012-421.44-51	FUEL PURCHASES	7,857	7,423	5,603	7,500	8,000	8,000
101-2012-421.45-30	PROFESSIONAL SERVICES	279,020	282,477	188,362	284,000	284,000	284,000
101-2012-421.45-90	OTHER SERVICES	0	407	599	800	1,000	1,000
101-2012-421.46-10	SUPPLIES	6,872	7,814	4,016	5,200	8,000	8,000
101-2012-421.46-20	NON-CAP-FURN, FIX & EQUIP	1,698	969	768	2,500	3,500	3,500
101-2012-421.46-30	SAFETY EQUIPMENT	0	2,537	864	3,000	7,000	7,000
101-2012-421.46-40	UNIFORMS	1,900	2,082	2,229	2,400	3,500	3,500
101-2012-421.47-04	EMPLOYEE TRAINING	1,614	1,145	3,648	3,950	3,000	3,000
101-2012-421.47-07	POSTAGE AND MAIL SERVICE	105	13	0	200	200	200
101-2012-421.47-08	PRINTING & PUBLISHING	145	117	117	200	200	200
101-2012-421.47-12	RENT OF EQUIP & MACHINERY	3,896	4,665	3,000	4,500	4,500	4,500
101-2012-421.47-13	RENT OF LAND & BUILDINGS	51,600	51,600	44,000	52,800	52,800	52,800
101-2012-421.47-14	SUBSCRIPTION AND DUES	0	350	480	800	800	800
101-2012-421.47-16	UTILITIES	10,422	12,621	10,314	13,500	13,500	13,500
*	OPERATIONS	368,396	378,933	269,484	389,227	397,000	397,000
101-2012-421.48-20	EQUIPMENT & MACHINERY	0	17,702	0	0	0	0
*	CAPITAL OUTLAY	0	17,702	0	0	0	0
**	EXPENDITURE	609,367	627,047	464,141	661,973	652,628	657,854
***	ANIMAL CONTROL	609,367	627,047	464,141	661,973	652,628	657,854

Public Meetings

ITEM THREE

Review the Request for Proposals (RFP) for Animal Shelter
Services and Veterinarian Services

Clyde (C.B.) Strain, Planning & Development Director



Mayor Louis O. Bonaguidi
Councilor Linda Garcia, District 1
Councilor Michael W. Schaaf, District 2
Councilor Yogash Kumar, District 3
Councilor Fran Palochak, District 4

Maryann Ustick, City Manager
Curtis Hayes, City Attorney

May 29, 2020

MEMORANDUM

TO: Gallup-McKinley County Animal Control Authority Board

FROM: Clyde (C.B.) Strain, Planning & Development Director

REF: Review Request for Proposals for Animal Shelter and Veterinarian Services

DISCUSSION

Reference the Joint Powers Agreement (JPA) where it states the Duties & Obligation of the Board to contract through the RFP process for animal shelter services and veterinarian services. Therefore I am requesting the Board to review the attached Request for Proposals (RFP) and provide feedback.

The RFP's are being issued because the Professional Services Agreement for both the McKinley County Humane Society and Clinton Balok expire on June 30, 2020. After the RFP selection process is completed a new Professional Services Agreement will be finalized for the selected vendors, which will go into effect on July 1, 2020.

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:

ANIMAL SHELTER SERVICES

RFP NO. XXX



**CITY OF
GALLUP**

RFP DEADLINE ACCEPTANCE:

DATE: Monday, July 6, 2020

TIME: 2:00 PM (LOCAL)

**PREPARED BY: FRANCES RODRIGUEZ
PURCHASING DIRECTOR**

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ADVERTISEMENT FOR PROPOSALS

CITY OF GALLUP, NEW MEXICO

Request for Proposals (RFP) NO. XXX

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

ANIMAL SHELTER SERVICES

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 **July 6, 2020** 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 the 12th of June, 2020

By: /S/ Louis O. Bonaguidi, Mayor

ACKNOWLEDGMENT OF RECEIPT OF PROPOSAL

RFP No. XXX

In acknowledgment of receipt of this request for Proposal the undersigned agrees that they have received a complete copy of this proposal consisting of Twenty-seven (27) 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 June 19, 2020. **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
frodriguez@gallupnm.gov

Please return this form by June 19, 2020

I. GENERAL CONDITIONS

The City of Gallup is inviting proposals for:

ANIMAL SHELTER SERVICES

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 **July 6, 2020** 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.

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 four (4) copies of each proposal- one (1) original and three (3) 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.

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 Professional Services Contract. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into the contract.

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 ninety (90) 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 Bidder.

PREFERENCES: A 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

BUSINESS LICENSE: Bidders are advised that they must have or obtain a current City of Gallup business license for the goods or services required under this contract before work commences or a Purchase Order issued.

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.

PROFESSIONAL LIABILITY INSURANCE: The Offeror will will not be required to carry professional liability (errors and omissions) insurance. If required to carry such insurance, the amount of coverage will be \$1,000,000.

COST PROPOSAL: Cost proposals will be submitted under separate sealed cover.

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 Division no later than June 30, 2016 at 5:00 p.m. Inquiries received after the deadline may not be considered.

CONTACT: 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); frodriguez@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) Proponent 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. Questions submitted after **June 26, 2020** may not be addressed.

In the event addendum is received by a proponent after its proposal is submitted, the proponent must acknowledge receipt of the addendum by including a signed copy with their proposal.

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 June 19, 2020. Only potential offerors who return this form will receive copies of amendments and correspondence.

EXISTING AGREEMENT: The Provider 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 Provider as a result of such extension.

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

BID DOCUMENTS: Bid documents may 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.

III. SCOPE OF SERVICES

PROVIDE ANIMAL SHELTER SERVICES:

The successful offeror will provide the requested services to include, but not limited to the following:

- Provide management and day-to-day operations of all interior facility activities and provide staff, equipment and supplies to house and care for an average of 4,000 to 6,000 animals annually, including but not limited to, cleaning kennels daily, feeding and care of animals.
- Accept and house all animals brought in by the City Animal Protection Officers and general public residing within the boundaries of the City of Gallup and McKinley County.
- Provide a means of disposition of animals after the required five (5) day holding period through adoption, animal transfer and when necessary euthanasia
- Provide animal evaluations prior to adoption or transfer
- Offer low-cost spay and neuter programs
- Be able to care for and adopt out, or otherwise dispose of, large animals such as horses, cows, sheep and goats
- Provide that all adopted animals will be spayed/neutered and vaccinated prior to adoption in accordance with New Mexico law.
- Collection of adopting and other fees as set by City of Gallup ordinance.
- Establish a close working relationship with City of Gallup Animal Protection Officers and Animal Protection Supervisor.
- Follow all local, state, and federal laws relating to animal shelters. This includes the appropriate licenses as required by the State of New Mexico Board of Veterinary Medicine. Any expenses related to licensing will fall on vendor.
- Responsible to determine whether an animal is of a temperament that is adoptable.
- Establish policies and procedures for sound municipal animal shelter operations and provide a copy upon award.
- Establish and maintain a healthy and safe environment in the Animal Control facility.
- Retain such personnel to operate kennels for animals.
- Assist in promoting animals for adoption.
- Provide the City an accounting of all adoption and other fees received as part of the operations of the Animal Control shelter services. This includes a monthly reporting to provide evidence of services.
- Offeror will be responsible for the entire operation of the animal shelter services with the exception of the control of the activities of the Animal Protection Officers, Animal Protection Supervisor and the dispatching of Animal Protection Officers, which shall be retained by the City.
- Offeror shall be insured for automotive/general professional liability up to at least the limits of the New Mexico Tort Claims Act, and insured for Workers Compensation if applicable.
- Assist in applying for local, state and national grants

MINIMUM REQUIREMENTS:

Offeror shall demonstrate shelter management for a minimum of five (5) years.

Offeror shall demonstrate that offeror has the following:

- 50 stainless steel and fiberglass cages of various sizes
- 50 portable cages of various sizes
- Commercial type washer and dryer
- Bathing tub

- A minimum of two surgical tables, and associated equipment (ie. surgery lights, anesthesia machines, surgical monitors)

IV. PROPOSAL INFORMATION

A. Cost Proposal Information

The Cost Proposal will not be used in the evaluation and selection of the Proposers for the award of the agreement. The Cost Proposal will only be used as a basis for contract negotiations once the highest rated proposals are determined. The Offeror must submit their cost proposal in the same shipping container as the proposal but in a **separate sealed container labeled "Cost Proposal."**

In separate, sealed envelopes, include four (4) copies of the cost proposal, unless otherwise specified in the RFP, marked as **COST PROPOSAL** and clearly showing the proposal number and proponent name. For the purposes of these conditions of proposing, Total Price shall include all costs except gross receipts tax.

Enclose both the Technical Proposal and Cost Proposal envelopes in one shipping container to be mailed or delivered to the Purchasing Division. Cover envelope or shipping container should be marked as stated in the General Conditions.

RESPONDENTS WHO INCLUDE COST WITHIN THE TECHNICAL PROPOSAL WILL COMPROMISE THE EVALUATION PROCESS AND WILL SUBJECT ITS PROPOSAL TO IMMEDIATE DISQUALIFICATION.

B. Number of Responses/Copies

Offerors shall provide one (1) original and three (3) identical copies of their proposal.

C. 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 forms
- Copy of New Mexico Resident Bidder or Resident Veteran Business Certificate (if applicable)
- Current City of Gallup Business License
- Current IRS W9 Form
- Resident Veterans Preference Certification (if applicable)
- Resident Business Preference Table (Page 21; if Applicable)
- Cost/Fee Proposal (under separate, sealed cover)

D. Proposal Organization

Proposals shall be organized as follows:

1) Response to Specifications/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:

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

- a) Identify the name and title of the person(s) authorized to contractually obligate the Offeror for the purpose of this RFP and the contract;
- b) 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 (Page 22; if Applicable)
- k) Resident Business Preference Table (Page 16; if Applicable)
- l) Cost Proposal to be submitted in separate sealed envelope within the same shipping container/envelope as the Technical Proposal

V. PROPOSAL SCORING AND EVALUATION INFORMATION

The maximum of 100 points are possible in scoring each proposal for the shortlist evaluation. The Selection Committee will evaluate the proposals and may conduct interviews with the Offerors applying for selection.

THE EVALUATION CRITERIA TO BE USED BY THE SELECTION COMMITTEE FOR THE PROPOSAL THE CORRESPONDING POINT VALUE FOR EACH CRITERION ARE AS FOLLOWS:

- | | |
|---|-------------------------|
| <p>1. SHELTER MANAGEMENT EXPERIENCE
Experience of management and staff</p> | <p>30 points</p> |
| <p>2. METHOD OF COMMUNICATION & AVAILABILITY
The proposal shall state the Offeror’s posed method of communication with City of Gallup Animal Protection personnel and adopting families. Hours of operation and after hours; emergencies.</p> | <p>20 points</p> |
| <p>3. ADOPTION & TRANSFER PROCESS
The proposal shall state offeror’s approach in determining which animals are adoptable and furthermore assisting in promoting adoption and in providing an accounting of adoption of animals. Also include offeror’s approach on transferring out animals to assist with the large amount of incoming animals.</p> | <p>10 points</p> |
| <p>4. OPERATION OF SHELTER
Offeror shall include standard operating procedures that follows local, state, and federal laws relating to animal shelter in establishing, operating, and maintaining a sound, healthy municipal animal shelter</p> | <p>10 points</p> |
| <p>5. REQUIREMENTS FOR PAYMENT
The proposal shall state how the offeror will provide evidence of services rendered to the City and the expected terms of payment</p> | <p>5 points</p> |
| <p>6. POLICY, PROCEDURES, & GRANT EXPERIENCE
The proposal shall include any and all experience in establishing policies, and or procedures for municipal animal shelter operations and in applying for local, state, and national grants pertaining to animal shelter services</p> | <p>5 points</p> |
| <p>7. COST
Proposal shall identify all costs to be charged for veterinary services. Cost shall be submitted in separate, sealed envelope</p> | <p>20 points</p> |

Cost Proposal shall be evaluated as follows:

$$\frac{\text{LOWEST RESPONSIVE OFFEROR COST}}{\text{THIS OFFER COST}} \times 20 = \underline{\hspace{2cm}}$$

TOTAL 100 points

A. Scoring

Each member shall rate each proposal on each criterion by scoring proposals according to the evaluation criteria.

B. Evaluation

Utilizing the materials provided by the Purchasing Section, and the criteria outlined within the request for qualification or proposal, committee members will evaluate the firms against the requirements of the RFP.

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.

C. 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. Interviews will be closed to any persons not representing the interviewee. At the conclusion of all interviews, each member shall freshly rate each interviewee in accordance with the criteria and standards stated.

D. 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 100 points possible. With the in-state preference applied, 105 points will be possible; with the Resident Veteran's Preference applied a maximum of 110 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.

Factor	Points Available
1. Shelter Management Experience	30
2. Method of Communication & Availability	20
3. Adoption & Transfer Process	10
4. Operation of Shelter	10
5. Requirements of Payment	5
6. Policy, Policies, and Grant Experience	5
7. Cost	20
SUBTOTAL	100
New Mexico Resident bidder or Resident Veteran Bidder	10 points Maximum
TOTAL	110 Points Possible w/Preference

Mandatory Requirements/Submittals	
Campaign Contribution Disclosure Form	Pass/Fail
Letter of Transmittal	Pass/Fail
Shelter Management Experience (5 years)	Pass/Fail
Equipment Requirements	Pass/Fail
Appropriate Licenses	Pass/Fail

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

E. 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 Sample Time Frames
1. Advertise RFP		June 12, 2020
2. Acknowledgement of Receipt Due		June 19, 2020
3. Deadline to submit Questions		June 26, 2020 5:00 pm Local Time
4. Submission of Proposal		July 6, 2020 2:00 pm Local Time
5. Evaluation		July 6-14, 2020 Approx.
6. Award		TBD

VI. COST/FEE PROPOSAL

Offeror shall present a monthly fixed fee billing rate inclusive of all expenses such as clerical support, long distance telephone calls, photocopies, express mail, facsimiles, etc. Monthly fee will remain firm and fixed for the term of the contract, including any renewals. **TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE.**

Fixed Fee per Month = \$ _____

= Annual Amount = \$ _____

RFP No. XXX
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. XXX
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 Louis O. Bonaguidi; Councilors Linda Garcia, Michael Schaff, 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

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 December31 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.

DRAFT PROFESSIONAL SERVICES 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 the amount of \$_____ to equal annual amount of \$_____.

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

The Offeror shall provide a monthly detailed report separate from the invoice documenting the monthly animal count and services provided. **The separate detailed services report shall be separate from the accounts payable invoice** and shall be addressed to the attention of the City Purchasing Department or the City’s designated representative.

3. TERM:

Subject to the parties executing this contract, the term of this Agreement shall be effective from _____, 2020 to _____, 2024 unless sooner terminated, and may be renewed as specified in Paragraph 21.

4. 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.

5. 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.

6. 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.

7. 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.

8. SUBCONTRACTING:

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

9. 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. Provide an annual financial report including details on all expenditures exceeding \$1,000

10. 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.

11. RELEASE:

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

12. 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.

13. OWNERSHIP OF DOCUMENTS:

All documents, drawings, media, and studies which are prepared in the performance of this Agreement are to be and remain the property of the Owner and are to be delivered to the Owner before the final payment is made to the Contractor. The Contractor is liable for their replacement if destroyed or lost prior to transferring possession to the Owner. Any use of these products by anyone other than the Owner for projects other than that which is subject to this Agreement shall be at the Owner's sole risk.

14. 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.

15. AMENDMENT:

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

16. 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.

17. 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.

18. 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.

19. INSURANCE:

Contractor shall provide certificate of insurance, which includes statutory limits for worker's compensation, specified in Paragraph C, page 12 with the City named as additional insured. Certificates evidencing the above shall be furnished to the City of Gallup.

20. APPLICABLE LAW:

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

21. 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 2.

22. 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.

23. 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.

24. NOTICE:

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

City of Gallup:

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

Contractor:

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

CONTRACTOR:

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: _____

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:

VETERINARIAN SERVICES
(Qualifications Based Proposal)

RFP NO. XXX



CITY OF
GALLUP

RFP DEADLINE ACCEPTANCE:
DATE: Monday, July 6, 2020
TIME: 2:00 PM (LOCAL)

PREPARED BY: FRANCES RODRIGUEZ
PURCHASING DIRECTOR

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ADVERTISEMENT FOR PROPOSALS

CITY OF GALLUP, NEW MEXICO

Request for Proposals (RFP) NO. XXX

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

**Veterinarian Services
Qualifications Based Proposal**

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 **July 6, 2020** 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 the 12th of June, 2020

By: /S/ Louis O. Bonaguidi, Mayor

ACKNOWLEDGMENT OF RECEIPT OF PROPOSAL

RFP No. XXX

In acknowledgment of receipt of this request for Proposal the undersigned agrees that they have received a complete copy of this proposal consisting of Twenty-seven (27) 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 June 19, 2020. **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
frdriguez@gallupnm.gov

Please return this form by June 19, 2020

I. GENERAL CONDITIONS

The City of Gallup is inviting proposals for:

Veterinarian Services

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 **July 6, 2020** 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.

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 four (4) copies of each proposal- one (1) original and three (3) 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.

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 Professional Services Contract. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into the contract.

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 ninety (90) 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 Bidder.

PREFERENCES: A 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

BUSINESS LICENSE: Bidders are advised that they must have or obtain a current City of Gallup business license for the goods or services required under this contract before work commences or a Purchase Order issued.

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.

PROFESSIONAL LIABILITY INSURANCE: The Offeror will will not be required to carry professional liability (errors and omissions) insurance. If required to carry such insurance, the amount of coverage will be \$1,000,000.

COST PROPOSAL: Cost proposals will be submitted under separate sealed cover.

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 Division no later than June 26, 2020 at 5:00 p.m. Inquiries received after the deadline may not be considered.

CONTACT: 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); frodriquez@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) Proponent 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. Questions submitted after **June 26, 2020** may not be addressed.

In the event addendum is received by a proponent after its proposal is submitted, the proponent must acknowledge receipt of the addendum by including a signed copy with their proposal.

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 June 19, 2020. Only potential offerors who return this form will receive copies of amendments and correspondence.

EXISTING AGREEMENT: The Provider 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 Provider as a result of such extension.

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

BID DOCUMENTS: Bid documents may 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.

III. SCOPE OF SERVICES

PROVIDE SERVICES OF A LICENSED AND QUALIFIED VETERINARIAN:

The City of Gallup is seeking to contract with a veterinary services provider whereas awarded provider must have qualified personnel available to examine animals brought in by City of Gallup Animal Control personnel and veterinary consultation during business hours, after-hours and emergency basis.

The successful offeror will provide the requested services to include, but not limited to the following:

The Veterinarian shall provide as needed sterilizations of dogs and cats; provide any additional vaccinations as recommended to and/or requested by the animal's new owner, at rates determined by the Veterinarian and billed to the new owner.

The Veterinarian shall have experience in dealing with livestock and large animals such as horses, cows, sheep and goats

Sterilization services shall include, at a minimum, the following:

- a. Evaluating animals to determine their suitability for the operation.
- b. Performing the operation in a timely manner.
- c. Communication if you are unable to perform the operation.
- d. Follow-up care in the event of complications.

The Veterinarian shall also provide the following services and establish and maintain shelter protocols for:

- a. Euthanasia and vaccination services. Also responsible for overseeing Animal Protection Officers that perform euthanasia.
- b. Immunization procedures
- c. Safe and secure drug handling and storage
- d. Proper use of sedatives and darting equipment
- e. Cleaning and sanitation
- f. Animal sterilization
- g. Emergency treatment and triage
- h. Monthly reporting to provide evidence of services.
- i. USDA accreditation for issuance of health certificates for intrastate in interstate transport of animals.

MINIMUM REQUIREMENTS:

In addition to all other items required within the RFP, offeror shall submit a sworn affidavit that the Veterinarian:

- a. Graduated in good standing from an accredited college of veterinary medicine.
- b. Minimum of three to five (3-5) years experience in veterinary medicine
- c. three to five (3-5) years experience in animal shelter medicine
- d. Currently has, and will maintain, appropriate licensing as required by the State of New Mexico Board of Veterinary Medicine, New Mexico Pharmaceutical Board and Federal Controlled Substance License

as required by DEA.

e. Said providers must have a **minimum of five (5) years previous experience** in the type of services as called for in this proposal.

IV. PROPOSAL INFORMATION

A. Cost Proposal Information

The Cost Proposal will not be used in the evaluation and selection of the Proposers for the award of the agreement. The Cost Proposal will only be used as a basis for contract negotiations once the highest rated proposals are determined. The Offeror must submit their cost proposal in the same shipping container as the proposal but in a **separate sealed container labeled "Cost Proposal."**

In separate, sealed envelopes, include four (4) copies of the cost proposal, unless otherwise specified in the RFP, marked as **COST PROPOSAL** and clearly showing the proposal number and proponent name. For the purposes of these conditions of proposing, Total Price shall include all costs except gross receipts tax.

Enclose both the Technical Proposal and Cost Proposal envelopes in one shipping container to be mailed or delivered to the Purchasing Division. Cover envelope or shipping container should be marked as stated in the General Conditions.

RESPONDENTS WHO INCLUDE COST WITHIN THE TECHNICAL PROPOSAL WILL COMPROMISE THE EVALUATION PROCESS AND WILL SUBJECT ITS PROPOSAL TO IMMEDIATE DISQUALIFICATION.

B. Number of Responses/Copies

Offerors shall provide one (1) original and three (3) identical copies of their proposal.

C. 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
- Sworn Affidavit

- Comments on Draft Agreement
- Certificate(s) of insurance
- Campaign Contribution Disclosure Form
- Acknowledge Receipt of Amendment forms
- Copy of New Mexico Resident Bidder or Resident Veteran Business Certificate (if applicable)
- Current City of Gallup Business License
- Current IRS W9 Form
- Resident Veterans Preference Certification (if applicable)
- Resident Business Preference Table (Page 21; if Applicable)
- Cost/Fee Proposal (under separate, sealed cover)

D. Proposal Organization

Proposals shall be organized as follows:

1) Response to Specifications/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:

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

- a) Identify the name and title of the person(s) authorized to contractually obligate the Offeror for the purpose of this RFP and the contract;
- b) 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 (Page 22; if Applicable)
- k) Resident Business Preference Table (Page 16; if Applicable)
- l) Cost Proposal to be submitted in separate sealed envelope within the same shipping container/envelope as the Technical Proposal

V. PROPOSAL SCORING AND EVALUATION INFORMATION

The maximum of 100 points are possible in scoring each proposal for the shortlist evaluation. The Selection Committee will evaluate the proposals and may conduct interviews with the Offerors applying for selection.

THE EVALUATION CRITERIA TO BE USED BY THE SELECTION COMMITTEE FOR THE PROPOSAL THE CORRESPONDING POINT VALUE FOR EACH CRITERION ARE AS FOLLOWS:

- | | |
|---|------------------|
| 1. VETERINARIAN EXPERIENCE | 30 points |
| Experience of Veterinarian and staff | |
| 2. SERVICES & AVAILABILITY | 10 points |
| The proposal shall state the Offeror’s services that will be provided, availability of veterinary consultation services and approach to working with City of Gallup Animal Protection personnel | |
| 3. POST-OPERATIVE CARE | 10 points |
| The proposal shall state what the offeror expects to provide as post-operative care for the sterilized animal and how the offeror will respond to complications. | |
| 4. SHELTER MANAGEMENT EXPERIENCE | 10 points |
| Experience in establishing and maintaining animal shelter protocols | |
| 5. REQUIREMENTS FOR PAYMENT | 5 points |
| The proposal shall state how the offeror will provide evidence of services Rendered to the City and the expected terms of payment | |
| 6. TIMELINESS OF SERVICE | 15 points |
| The proposal shall state the proposed surgery schedule, e.g. sterilizations provided on certain day(s) of the week. The proposal shall state the time frame of after-hours emergencies and after-hours consultations. | |
| 7. COST | 20 points |
| Proposal shall identify all costs to be charged for veterinary services. Cost shall be submitted in separate, sealed envelope | |

Cost Proposal shall be evaluated as follows:

$$\frac{\text{LOWEST RESPONSIVE OFFEROR COST}}{\text{THIS OFFER COST}} \times 20 = \underline{\hspace{2cm}}$$

TOTAL 100 points

A. Scoring

Each member shall rate each proposal on each criterion by scoring proposals according to the evaluation criteria.

B. Evaluation

Utilizing the materials provided by the Purchasing Section, and the criteria outlined within the request for qualification or proposal, committee members will evaluate the firms against the requirements of the RFP.

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.

C. 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. Interviews will be closed to any persons not representing the interviewee. At the conclusion of all interviews, each member shall freshly rate each interviewee in accordance with the criteria and standards stated.

D. 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 100 points possible. With the in-state preference applied, 105 points will be possible; with the Resident Veteran’s Preference applied a maximum of 110 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.

Factor	Points Available
1. Veterinarian Experience	30
2. Services & Availability	10
3. Post-Operative Care	10
4. Shelter Management Experience	10
5. Requirements of Payment	5
6. Timeliness Of Service	15
7. Cost	20
SUBTOTAL	100
New Mexico Resident bidder or Resident Veteran Bidder	10 points Maximum
TOTAL	110 Points Possible w/Preference
Mandatory Requirements/Submittals	
Campaign Contribution Disclosure Form	Pass/Fail
Letter of Transmittal	Pass/Fail
Sworn affidavit of minimum requirements	Pass/Fail

Appropriate Licenses	Pass/Fail
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Failure to meet mandatory qualification or submit a mandatory submittal will be grounds for disqualification

E. 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 Sample Time Frames
1. Advertise RFP		June 12, 2020
2. Acknowledgement of Receipt Due		June 19, 2020
3. Deadline to submit Questions		June 26, 2020 5:00 pm Local Time
4. <i>Submission of Proposal</i>		July 6, 2020 2:00 pm Local Time
5. Evaluation		July 6-14, 2020 Approx.
6. Award		TBD

VI. COST/FEE PROPOSAL

Offeror shall present a monthly fixed fee billing rate inclusive of all expenses such as clerical support, long distance telephone calls, photocopies, express mail, facsimiles, etc. Monthly fee will remain firm and fixed for the term of the contract, including any renewals. **TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE.**

Fixed Fee per Month = \$ _____

= Annual Amount = \$ _____

RFP No. XXX
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. XXX
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 Louis O. Bonaguidi; Councilors Linda Garcia, Michael Schaff, 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

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 December31 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.

DRAFT PROFESSIONAL SERVICES 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 the amount of \$_____ to equal _____ annually.

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

The Offeror shall provide a monthly detailed report separate from the invoice documenting the monthly animal count and services provided. **The separate detailed services report shall be separate from the accounts payable invoice** and shall be addressed to the attention of the City Purchasing Department or the City’s designated representative.

3. TERM:

Subject to the parties executing this contract, the term of this Agreement shall be effective from _____, 2020 to _____, 2024 unless sooner terminated, and may be renewed as specified in Paragraph 21.

4. 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.

5. 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.

6. 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.

7. 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.

8. SUBCONTRACTING:

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

9. 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. Provide an annual financial report including details on all expenditures exceeding \$1,000

10. 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.

11. RELEASE:

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

12. 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.

13. OWNERSHIP OF DOCUMENTS:

All documents, drawings, media, and studies which are prepared in the performance of this Agreement are to be and remain the property of the Owner and are to be delivered to the Owner before the final payment is made to the Contractor. The Contractor is liable for their replacement if destroyed or lost prior to transferring possession to the Owner. Any use of these products by anyone other than the Owner for projects other than that which is subject to this Agreement shall be at the Owner's sole risk.

14. 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.

15. AMENDMENT:

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

16. 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.

17. 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.

18. 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.

19. INSURANCE:

Contractor shall provide certificate of insurance, which includes statutory limits for worker’s compensation, specified in Paragraph C, page 12 with the City named as additional insured. Certificates evidencing the above shall be furnished to the City of Gallup.

20. APPLICABLE LAW:

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

21. 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 2.

22. 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.

23. 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.

24. NOTICE:

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

City of Gallup:

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

Contractor:

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

CONTRACTOR:

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: _____