

CITY OF GALLUP
Purchasing Division
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REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR:

TRANSPORTATION MASTER PLAN
GALLUP, NM

RFP NO. 2021/2022/11/P



**CITY OF
GALLUP**

RFP DEADLINE ACCEPTANCE:

**DATE: April 12, 2022
TIME: 2:00 PM (LOCAL)**

**PREPARED BY: FRANCES RODRIGUEZ
PURCHASING DIRECTOR**

ADVERTISEMENT FOR PROPOSALS

CITY OF GALLUP, NEW MEXICO

Request for Proposals (RFP) NO. 2021/2022/11/P

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

Transportation Master Plan GALLUP, NM

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 frdriguez@gallupnm.gov. Copies are available for viewing or can be downloaded from: <https://app.negometrix.com/buyer/3226>

Electronically submitted proposals shall be received via electronic bidding platform until **2:00 P.M. (LOCAL TIME)** on or before **April 12, 2022** where proposals will be received and recorded by the City of Gallup Purchasing Department via virtual conference/video calls or through other virtual means.

The City of Gallup has transitioned to a new e-Bid/RFP software system powered by Negometrix. All solicitations will be released electronically through Negometrix and responses from proponents must be submitted electronically through this online platform. By using Negometrix, prospective proponents will be provided with all information regarding a bid including addendums and changes to the project requirements. Negometrix is a completely free service for all respondents. Prior to submitting a proposal, respondents are required to set up their free account with Negometrix. Register your company at [Negometrix.com](https://www.negometrix.com). Only ELECTRONICALLY SUBMITTED PROPOSALS will now be accepted; system will not accept proposals submitted AFTER due date and time.

Dated this 16th day of March 2022

By: /S/ Louie Bonaguidi, Mayor

Classified Legal Column:

Gallup Sun Publishing Date: Friday, March 18, 2022

Gallup Independent Publishing Date: Saturday, March 19, 2022

Albuquerque Journal Publishing Date: Sunday, March 20, 2022

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ACKNOWLEDGMENT OF RECEIPT OF PROPOSAL

RFP No. 2021/2022/11/P

TRANSPORTATION MASTER PLAN, GALLUP NM

In acknowledgment of receipt of this request for Proposal the undersigned agrees that they have received a complete copy of this proposal consisting of thirty (30) pages.

The acknowledgment of receipt should be signed and returned to the Purchasing Office no later than 5:00 P.M. local time on **April 5, 2022**. **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 to: City of Gallup Purchasing Department
Frances Rodriguez
frdriguez@gallupnm.gov

Please return this form by April 5, 2022

I. GENERAL CONDITIONS

The City of Gallup is inviting proposals to provide: **TRANSPORTATION MASTER PLAN, GALLUP NM.**

All proposal must be submitted ELECTRONICALLY via Negometrix, the City of Gallup's electronic bid/proposal platform at <https://app.negometrix.com/buyer/3226> prior to the time specified for the proposal opening. System will not accept proposals submitted after due date and time. Proposal must be submitted using the proposal document forms furnished by the City of Gallup. Receipt of proposals will be acknowledged and recorded electronically in the Purchasing Department via virtual means. Meeting information will be posted via Negometrix in the "Messages" section of this specific solicitation.

PROPOSAL OPENING DATE AND TIME: Proposals shall be received until **April 12, 2022 at 2:00 P.M.** local time <https://app.negometrix.com/buyer/3226>

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 Division.

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

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.

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

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). 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 or clarification, 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 Offeror'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 Contractor Agreement. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into the contract. Should an offeror object to any of the City's terms and conditions, that offeror must propose specific alternative language that would be acceptable to the City. Offeror's must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the City and will result in disqualification of the offeror's proposal.

OFFEROR'S TERMS AND CONDITIONS: Offeror's must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the City. Any additional terms and conditions which may be the subject of negotiation, will be discussed only between the City and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

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

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

PREFERENCES: A five percent 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:

<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.

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 INTEREST OF THE CITY OF GALLUP.

II. SUPPLEMENTAL TERMS AND CONDITIONS

BUSINESS LICENSE: Offerors 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 via Negometrix platform at <https://app.negometrix.com/buyer/3226> Electronic submittals of the proposal whether by fax or other electronic means are NOT acceptable; proposals shall ONLY be electronically submitted through the Negometrix platform as previously stated 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 § 13-3-11 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 with the City.

PROHIBITED CONTACT: Except for communications during any informational meeting conducted by the City for this RFP and to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or staff other than the Purchasing Section staff relating to this RFP is strictly prohibited throughout the duration of the RFP process, and, upon such finding, will render a respondent and/or related proposal non-compliant. Any and all inquiries must be submitted by the prospective respondent to the Purchasing Department no later than March 14, 2019 unless otherwise specified in the request for proposal. Inquiries received after the deadline may not be considered.

QUESTIONS AND CONTACT INFORMATION: Communications regarding this procurement, including issuance of amendments, may be conducted by electronic means via Negometrix platform at <https://app.negometrix.com/buyer/3226> Electronic submittals of the proposal whether by fax or other electronic means are NOT acceptable; proposals shall ONLY be electronically submitted through the Negometrix platform as previously stated in the General Conditions

SITE VISIT: Offeror's, may request a site visit at frodriguez@gallupnm.gov. Offerors shall have no claim against the City for failure to obtain sufficient access to the site or for problems in subsequent operations caused by inadequate site data which the Offeror could have remedied through the exercise of due diligence. Shall visit will not be a mandatory requirement.

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 OF PROPOSAL: Return Acknowledgement of Receipt of Proposal no later than April 5, 2022. Only potential offerors who return this form will receive copies of amendments and correspondence.

NOTICE TO BIDDERS

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

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

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

For additional information please call 505-827-0951, or to download applications log on at:
<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

A. SCOPE OF WORK:

Purpose / Background

The City of Gallup is soliciting Statements of Qualifications (SOQ) from qualified consultants to provide professional services for a Transportation Master Plan Update that will take a comprehensive, multimodal approach to analyzing and improving traffic and circulation.

Traffic congestion and circulation issues have been a long-standing concern for Gallup, progressively worsening with time. Traffic conditions will predictably continue to deteriorate as the City approaches build-out, if no action is taken to address the current situation and future needs.

Various traffic related studies have been completed over the past 25 years. Some of these studies are now out of date and some were precursors to other studies so they may not be as relevant to today's conditions as others. Those that may be most relevant today are in **BOLD** text below:

- Gallup Area Transportation Master Plan (1991)
- **Gallup Management Master Plan Update (February 2016)**
- **Allison Road Corridor and Interstate 40 Interchange Study (September 2010) | Master | Appendix**
- **Gallup Transportation Safety Plan (July 2019)**
- Gallup Down City Redevelopment Plan (December 2015)
- Councilman Drive/NM564 Road Safety Audit
- NM 118 Road Diet Feasibility Study
- Grade Separation Study: 2nd and 3rd Street Crossings
- NM 118/2nd & 3rd Streets Road Safety Audit
- Coal Avenue Design
- New Mexico Traffic Crash Annual Report 2016
- New Mexico DWI Report 2016
- NMDOT 2016 Community Report: Gallup
- Inter-city Shuttle Transit Study (2005)
- **New Mexico Statewide Public Transportation Plan (November 2010)**
- **Northwest RTPO and Farmington MPO Coordinated Public Transit Human Resources Transportation Plan**
- **Four Corners Coordinated Transit Plan (2018)**
- **New Mexico 2040 Transportation Plan (October 2015) | New Mexico Freight Plan (August 2015) New Mexico State Rail Plan (March 2014) | State Highway Safety Plan (March 2017) | New Mexico Prioritized Bicycle Network Plan (December 2018)**
- **Four Corners Intermodal Trans loading Equinox (4CITE) Master Plan (November 2016)**
- **Freight-Related Economic Development Opportunity Study (November 2016)**
- **Northwest New Mexico Regional Transportation Plan (Updated August 2018)**
- In-land Port Studies (**June 2015**) and McKinley County Inland Port (**May 2020**)
- Gallup Housing Study (2020)
- Gallup Retail Study (2020)

These studies are available to download [here](#).

Examples of similar plans and planning processes include:

<https://bouldercolorado.gov/transportation/tmp>

<https://www.guidinggolden.com/transportation-master-plan>

<http://olympiawa.gov/city-services/transportation-services/plans-studies-and-data/Transportation%20Master%20Plan.aspx>

Due to the age of some of these studies, variations in focus, changes in conditions, and evolving best practices, an updated comprehensive circulation study is necessary. An updated study will seek to identify those findings and recommendations from existing studies that are still relevant and use those as a foundation for the new study, then identify those areas where gaps in information exist and fill in those gaps. The final study will provide an in-depth analysis of the existing conditions and anticipated future circulation patterns, as well as recommendations for improvements for the safe and efficient operation of vehicles and pedestrians, with an emphasis on cost effectiveness and implementable alternatives.

The Transportation Master Plan will seek to identify those findings and recommendations from existing studies that are still relevant and use those as a foundation for the new study, then identify those areas where gaps in information exist and fill in those gaps. The final study will provide an in-depth analysis of the existing conditions and anticipated future circulation patterns, as well as recommendations for multimodal improvements for the safe and efficient operation of vehicles and pedestrians, with an emphasis on cost effectiveness and implementable alternatives.

The scope of services should incorporate the functions listed below and provide a detailed outline of the project process, a project schedule/timeline, a description of project expenditures by task, and which person/firm(s) or City staff would complete each task. The functions below are not displayed in order of priority or suggested process/timeline. A proposed timeline and deliverables are provided below; however, the City would like to obtain input from the consultant regarding the appropriateness of the timeline and deliverables as they relate to the process proposed by the consultant.

- I. Develop a transportation master plan that is data-driven and community informed, that assesses current conditions to identify gaps and needs, and provides policies and recommendations for improvements, including key infrastructure improvements and cost estimates.
- II. Review and incorporate City and regional planning documents related to transportation for policy consistency and planning guidance. Key documents listed in **BOLD** above, but also including the City's Infrastructure Capital Improvement Plan (ICIP), Gallup Pavement Management Plan, and Capital Improvement Plan and propose updates to the policies and projects contained within these plans to align with the Transportation Master Plan.
 - Review and evaluate the City's existing transportation related GIS data and identify gaps or areas for improvement.
 - Incorporate these and other local transportation-related plans and understand their influence on local transportation, land use and planning, travel choices, demand, demographics, development trends and other regional influences on the local transportation system.
 - Determine appropriate inclusion of project priorities from local transportation and road plans into the TMP.

- The mapping included in the plan will incorporate, consolidate and update existing transportation mapping.
- GIS data the City can provide for the RFP include a current pedestrian network that includes: sidewalk centerlines, street crossing centerlines, off-street trail centerlines current/planned, trailhead points, and ramp points. The City can also provide street centerlines, and on street bike route centerlines that are current/planned.

III. The TMP should reflect the vision of City Council, as well as community context and vision. This direction will be provided through facilitated community engagement and the establishment of community goals. Key elements may include:

- With staff assistance, create a multi-faceted community engagement effort that utilizes a variety of creative strategies to encourage strong community engagement throughout the process. The consultant will facilitate community engagement and staff can assist with coordination and support. (estimate approx. 3 – 4 standard meetings in addition to other creative methods of engagement)
- Gather input from City Council and the community to identify key priority areas and set goals and objectives for the plan. The scope of the TMP will be narrowed based on the key areas of interest articulated by City Council and the community.
- Facilitate priority setting of transportation improvements with City Council and community engagement based on the research and data gathered regarding trends, the current system and gaps/needs.
- Solicit feedback regarding community desires, perceptions and needs. Questions might include:
 - What prevents you from using alternative modes of travel?
 - How do you rate Gallup’s pedestrian and bike facilities?
 - What is or would be your intended use of the pedestrian and bike system: recreation / transportation?
 - Do you consider marking of pedestrian infrastructure important e.g. street striping and/or wayfinding signage?
 - Do you place a higher priority on connectivity locally within Gallup or connectivity to regional destinations or is each equally important to you?
 - Questions regarding speed limits.
- Include input from local and regional partners and stakeholders including NMDOT, McKinley County, Navajo Nation, school district, Police, Fire, & Rescue, and other entities.
- Coordinate public messaging and public process with any other current planning efforts.

IV. Capture influences and trends that affect the transportation system now and into the future and discuss regional influences and future trends. Key elements may include:

- Regional and local demographic, land use, housing/development, workforce, commuting and other relevant data.
- Current and future travel demand.
- Develop a traffic demand model for predicted and potential, especially in terms of economic development projects and housing developments.
- Produce 3-4 traffic impact analysis reports for areas prioritized by the City as example of overlaying current and future growth and needed traffic and infrastructure changes.
- Review existing plans and data regarding VMT (vehicle miles traveled), single occupancy vehicle use data, commuting patterns to local and regional employment centers, local vs. cut-through traffic, transit use data and other information to inform use patterns and demand.
- Review safety data and patterns.
- Include an assessment of potential future transportation technologies and how they may fit in with the regional and local systems.

- Identify safe bicycling and walking to and from schools, including safe school zones, Safe Routes to School and school travel patterns. Additional study may be necessary after TMP is finalized, but TMP should identify potential areas for additional study.
- Consider state and local funding factors, as well as local and regional partnerships, collaborative efforts, and policy influences on the local system.
- Review planned regional arterial improvements and impacts to local roads and arterials.
- Coordinate data and assessment of regional systems with other regional transportation planning efforts underway to ensure consistency and continuity of data, where appropriate.
- Identify incremental steps that the City should be taking to accommodate future transit opportunities.
- Support for environmental sustainability goals.

V. Develop strategies and recommendations to tie-in Airport Master Plan, Autonomous Vehicle Industry Attraction Plan, and economic targets, such as logistics, commercial air travel, and autonomous vehicle testing and use as the city anticipates the integration of autonomous vehicles in the near future within municipal corridors.

VI. Determine how the current and future demands on the local and regional system are aligned with the existing system.

- Assess regional and local systems and infrastructure, including multi-modal and mobility, with regard to trends and travel patterns.
- Identify gaps and deficiencies within the City's current system.
- Consider beyond the new bridge over the Rio Puerco - extending the Allison corridor from west Aztec Avenue with a bridge over Rt. 66 and BNSF Rail line, then beyond the Rio Puerco Bridge, another bridge over the I-40 corridor, eliminating the current narrow underpass, thus improving local and commercial freight access to Gallup's growing north side.

VII. Identify and recommend strategies and policies to improve upon the current system and a plan for implementation. Develop a system by which the City can prioritize investments to improve the transportation system and develop policies to support those priorities. Key elements may include:

- Identify and convey the strengths, weaknesses and gaps within the current system and the strategies for improvement.
- Propose transportation policies that reflect the community vision, the current system and the desired outcomes.
- Provide guidelines and criteria that help guide City Council and staff prioritization of road improvement projects.
- Provide detailed steps for implementation of the Trails Master Plan based on context of various land use approval processes, raw property versus infill, etc.
- Provide detailed steps for implementation of the Complete Streets Guide based on context such as greenfield development versus infill, opportunities to coordinate with Capital Improvement Projects, coordination with Public Works projects, etc.
- Provide updated mapping of all existing, approved, platted and planned trails. Priorities include connection of all neighborhoods, connections to regional trails (High Desert Trail System, Northside Trail System, Red Rock Trail System, etc.) and to neighboring jurisdictions.
- Provide recommended approaches and remedies, including the use of new and emerging technologies, for addressing the gaps and needs.
- Identify barriers and missing links to current transportation network for all transportation modes.
- Provide recommended updates to existing plans.

Deliverables

This section includes a conceptual timeline and examples of deliverables that the City would expect throughout the process. The applicant may offer an alternate process and timeline, with associated deliverables, for consideration in its response to this RFP.

1) April 2022: Establish contract based on TMP proposal, define communication and oversight structure with staff, design community engagement strategy and outline timeline/process for project.

Deliverables: Meetings with staff and agree to timeline, process and community engagement strategy. Solicit City Council input. Execute contract.

2) April - June 2022: Review plans, gather data regarding regional influences, travel patterns and demand.

Deliverable: Summary of data and analysis as described in the Scope of Work and present summary to City Council.

3) June – September 2022: Assess adequacy of existing system to address current and future needs, and identify gaps.

Deliverable: Report to staff on current system, future needs and gaps identified.

4) September 2022: Presentation to City Council and community engagement regarding initial assessment and development of TMP focus areas. Share assessment of existing systems and a preliminary draft of capital improvement priorities for 2020 budget considerations, future needs and gaps with City Council and community. Facilitated discussion with City Council and community to help determine key focus areas, strategies and themes based on the data gathered.

Deliverables: Present assessment of existing systems, future needs and gaps to City Council and the community for feedback. Provide a preliminary draft of capital improvement priorities for City Council 2023 budget considerations. Work with City Council and the community to develop and finalize key focus areas or strategies that will address gaps in the existing and future transportation system.

5) September 2022 – January 2023: Develop and evaluate priorities based on City Council and community input, develop recommendations and priorities for policies and transportation improvements within the key focus areas. Determine the potential scope and cost of proposed priorities.

6) January 2023: Guide City Council through prioritization process and gather City Council input on priorities.

Deliverable: Identify priorities within each key focus area or strategy.

7) February 2023 – April 2023: Submit completed plan and recommended implementation roadmap.

Deliverable: Develop a TMP for the City of Windsor that provides clear direction regarding the City's transportation vision and goals, and the policies and implementation priorities to help achieve them. The final plan shall include regional and local transportation goals that are consistent with the City's vision, policies that the City may wish to adopt or endorse that reflect this vision, and transportation project priorities that can be incorporated into future capital improvement plans and the budget. The final plan shall include updated mapping, guidelines and criteria to guide prioritization of transportation projects and investment, and specific steps regarding implementation of the TMP.

Relevant GIS data and digital map documents used in the creation of maps and other supporting documentation in the Plan Update shall be provided to the City at the end of the project. GIS data formats, schema, and

standards shall be created in consultation with the City of Windsor’s GIS department to ensure the data can be used later in City operations. All GIS data including associated attributes derived and used in any final products delivered to the CITY shall be provided digitally in an ESRI file geodatabase format and be projected in the Colorado State Plane North NAD83 HARN US Feet coordinate system (WKID 2876). Relevant metadata, if applicable, shall be created and provided to the City as well.

B. MINIMUM REQUIRED QUALIFICATIONS OF OFFERORS

- Q1.The Offeror’s proposals shall include as referred to in Section *S4 SPECIFIC REQUIREMENTS*.
- Q2.The Offeror must submit Letter of Transmittal.
- Q3.The Offeror must submit Campaign Contribution Disclosure Form.

C. INSURANCE REQUIREMENTS

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

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

D. RESPONSE FORMAT AND ORGANIZATION

- a. Number of Responses/Copies

Offerors shall provide one (1) digital format copy submitted through Negometrix

- b. 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. If there is any question as to format requirements contact the Purchasing Department 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 (page 23)

- Resumes
- Comments on Draft Agreement (pages 26-30)
- Certificate(s) of insurance or proof of ability to obtain required coverages
- Campaign Contribution Disclosure Form (pages 24-25)
- Acknowledge Receipt of Amendment forms, if any issued
- Copy of NM Resident Bidders Certificate or NM Resident Veterans Certificate (if applicable)
- NM Resident Preference Table (page 17, if applicable)
- Current I.R.S. W-9 Form
- Copy of City of Gallup Business License

1. Proposal Organization – All pages shall be numbered except for those specifically excluded from the page count. All foldout pages shall be counted as two (2) pages and shall be numbered as such. **Proposals shall be organized and tabbed in the same order as the evaluation criteria.** A separately tabbed Appendix should be included at the end of offeror’s proposal that contains the following: **1)** Letter of Transmittal (Page 23); **2)** Campaign Disclosure Form (pages 24-25); **3)** Acknowledgement of Receipt of Amendment forms (if any); **4)** Current insurance certificates should be included; **5)** Address specific concerns with the Contractor Agreement, if any **6)** Copy of New Mexico Resident Bidders Certificate **7)** Current I.R.S. W-9 Form **8)** Fee Proposal.

2. Letter of Transmittal (Page 23) –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.

3. Campaign Contribution Disclosure Form (Pages 24-25) – 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.

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

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

6. Address specific concerns with the Draft Agreement (Pages 26-30), if any.

7. Copy of New Mexico Resident Bidders Certificate or New Mexico Resident Veterans Bidders Certificate – Offeror **MUST** include a copy of their New Mexico Resident or Veterans Bidders Certificate for purposes of receiving the New Mexico Resident or Veterans Bidders Preference, if applicable.

8. Current I.R.S. W-9 Form

9. Copy of City of Gallup Business License if available

10. No other materials are to be submitted, unless specifically requested in proposal.

E. PROPOSAL EVALUATION

1. Evaluation:

Offerors submitting proposals may be afforded the opportunity for discussion, clarification, and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible Offerors who submit proposals found to be reasonably likely to be selected for award.

Shortlisting - A maximum total of 100 points are possible in scoring each proposal. The Selection Committee will evaluate the proposals and may develop a shortlist of the top ranked respondents. The evaluation criteria to be used by the Selection Committee and the corresponding point values for each criterion are listed below.

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

At the committee meeting, the Procurement Manager will poll members of the committee to provide any comments relative to the proposals that influenced their scores, and whether to seek clarification or discussions from Offerors.

Following discussion by the members, each member shall review their scores, may make any changes and confirm point totals on the evaluation forms. The committee will submit their evaluation forms to the Procurement Manager who will compile and total all scores. Scoring make take place over several rounds. Based upon the results of scoring, the committee will determine whether interviews will be conducted, whether to solicit Best and Final Offers from the top respondents, or both. 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 may be interviewed. The Purchasing staff will coordinate the interviews with each interviewee as to 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. The City is under no obligation to conduct interviews with any Offeror and may award a contract without conducting interviews.

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

F. EVALUATION CRITERIA:

All Offerors qualified as responsive to this RFP shall be evaluated and scored according to the following criteria:

Factor	Points Available
1. Firm History and Experience	25
2. Planning Experience	20
3. Familiarity with the City of Gallup	10
4. Work Plan	20
5. Project Management	10
6. Cost Proposal	15
SUBTOTAL	100 Points
Local or NM Resident bidder or Resident Veteran Bidder	10 points Maximum
TOTAL	110 Points w/Preference Possible
Minimum Requirements/Submittals	
Requirements per section <i>S4-Specific Requirements</i>	Pass/Fail
Letter of Transmittal	Pass/Fail
Campaign Contribution Disclosure Form	Pass/Fail

The proposal must be labeled in sequential order (corresponding to the numbered paragraphs below) to facilitate evaluation.

A brief explanation of each evaluation category is listed below. Information in one category may overlap information in other categories. Offerors are encouraged to fully address each category completely, as points are assigned for responses to each. Responses to the RFP shall include information and past project experiences specific to the team submitting the proposal.

1. **Firm History and Experience (25 points)**
 - Brief history of the offeror’s firm, any and all specialized knowledge, AND demonstration of minimum 5 years of successful operating experience; licensure as required and thereof
 - Resumes indicating qualifications/competence of key personnel assigned to the projects including professional background, education, certifications and experience, including known sub consultants.

2. **Planning Experience (20 points)**
 - Describe firm’s planning experience of the offeror in providing a transportation master plan study.
 - Assigned personnel experience and expertise on related projects.
 - Describe overall proposed approach to this project and anticipated tasks to accomplish the goals of the project, and that demonstrates Offeror’s knowledge and skills.

3. **Familiarity with the City of Gallup (10 points)**
 - Proximity to or familiarity with the area in which the project is located

4. **Work Plan (20 points)**
 - Work plan in response to the Scope of Work, attached as Section A to this RFP

5. **Project Management (10 points)**

- Ability and resources to effectively manage and complete the work on the schedule in the Scope of work.

6. **Cost Proposal (15 points)**

Offerors are encouraged to fully address each category and sub-category completely, as points are assigned for responses to each.

The City reserves the right to contact any references whether listed or not; or make any investigation as deemed necessary.

Best and Final Offers From Finalists

Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Best and Final offers may include an opportunity to revise prices or clarify their proposal.

G. 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, the application of preference shall be as such:
 - 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 H 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.

H. ORAL PRESENTATION AGENDA

If oral presentations are determined to be necessary, a 45 minute time allotment will be available for each presenting firm – 30 minutes for the presentation and up to 15 minutes for a question and answer period. Offeror’s should be prepared to speak to the following issues during the course of their presentation:

Key Personnel and Roles - Evaluation shall be based on personnel qualifications and professional skills of key individuals. (See Evaluation Criteria No. 1)

Pertinent History and Experience of the Firm - Evaluation shall be based on related projects presented as previous work of the firm. (See Evaluation Criteria No. 1, 2)

Grasp of Project Requirements - Evaluation shall be based on firm's approach, analysis and understanding of services required. (See Evaluation Criteria No. 3, 4 & 5)

I. 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.

Activity	Date/Time
Issue RFP	March 16, 2022
Deadline to Submit Questions	April 5, 2022 @ 5:00 p.m. (Local Time)
Proposal Due Date	April 12, 2022 @ 2:00 p.m. (Local Time)
Presentations (if required)	TBD
Recommendation for Award	TBD

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.

NAME OF FIRM THAT WILL CONTRACT WITH THE CITY

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

AUTHORIZED SIGNATURE

NAME PRINTED OR TYPED

TITLE

DATE: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

RETURN THIS FORM WITH YOUR PROPOSAL

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.

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

DRAFT CONTRACTOR AGREEMENT

THIS AGREEMENT, entered into the _____ day of _____, 2021 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 \$_____.

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

The Offeror shall provide a quarterly detailed billing report (with receipts), separate from the invoice documenting the expenditures for services provided. **The separate detailed billing report shall be sent separately from the accounts payable invoice** and shall be addressed to the attention of the City _____ Office or the City’s designated representative.

1. TERM:

Subject to the parties executing this contract, the term of this Agreement shall be effective from _____, 2021 to _____, 2023 unless sooner terminated.

2. 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.

3. 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.

4. 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.

5. 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.

6. SUBCONTRACTING:

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

7. 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 and the New Mexico State 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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. AMENDMENT:

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

14. 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.

15. 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.

16. 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.

17. 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.

18. APPLICABLE LAW:

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

19. 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.

20. 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.

21. NOTICE:

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

City of Gallup:

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

Project Contact for the City:

City Manager
Maryann Ustick
P.O. Box 1270
Gallup, New Mexico 87305-1270

Provider:

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

CONTRACTOR:

COMPANY NAME: _____

SIGNED BY: _____
NAME AND TITLE

Date: _____

CITY OF GALLUP, NEW MEXICO

BY: _____
Frances Rodriguez, Purchasing Director

Date: _____

Attest:

Alfred Abeita: City Clerk

Date: _____