

**CITY OF GALLUP**

**REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR:**

**Legal Services for Municipal Utility Issues**

**RFP NO. 2017/2018/06/P**



**CITY OF  
GALLUP**

**RFP DEADLINE ACCEPTANCE:**

**DATE: May 17, 2018**

**TIME: 2:00 PM (LOCAL)**

**PREPARED BY: FRANCES RODRIGUEZ  
PURCHASING DIRECTOR**

**ADVERTISEMENT FOR PROPOSALS**

CITY OF GALLUP, NEW MEXICO

Request for Proposals (RFP) NO. 2017/2018/06/P

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

**Legal Services for Municipal Utility Issues**

As more particularly set out in the RFP documents, copies of which may be obtained from the City of Gallup Purchasing Department, 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](http://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 **May 17, 2018**, 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 11<sup>th</sup> day of April 2018

By: /S/ Jackie McKinney, Mayor

*CLASSIFIED LEGAL COLUMN:*

Gallup Sun Publication Date: Friday April 13, 2018

Albuquerque Journal Publication Date: Sunday April 15, 2018

Bar Bulletin Publication Date: Wednesday April 25, 2018

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**ACKNOWLEDGMENT OF RECEIPT OF PROPOSAL**

**RFP No. 2017/2018/06/P**

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

The acknowledgment of receipt should be signed and returned to the Purchasing Office no later than 5:00 P.M. local time on April 30, 2018. **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: \_\_\_\_\_

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.

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

Return this form to: City of Gallup Purchasing Department  
Frances Rodriguez  
P.O. Box 1270  
Gallup, New Mexico 87305  
(505) 863-1334  
(505) 722-5133 Fax

**Please return this form by April 30, 2018**

City of Gallup

RFP No. 2017/2018/06/P

**I. GENERAL CONDITIONS**

The City of Gallup is inviting proposals for: **Legal Services for Municipal Utility Issues**

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 **May 17, 2018 until 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 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.

**MODIFICATIONS OR WITHDRAWAL:** Proposals deposited with the city may be withdrawn or modified prior to the time set for opening of proposals by delivering written or telegraphic notice to the Purchasing Office.

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

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

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

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

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

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

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

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

The City of Gallup's designee shall negotiate a contract with the highest qualified Offeror at compensation determined in writing to be fair and reasonable, taking into account the estimated value of the services and the scope, complexity and nature of the services.

Should the designee be unable to negotiate a satisfactory contract with the Offerors considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be terminated. Negotiations shall then be undertaken with the second most qualified business. This process shall continue until a satisfactory contract is negotiated with a qualified business or the procurement process is terminated and a new request for proposals is initiated.

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

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

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

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

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

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

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

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

**CONTRACT TERMS AND CONDITIONS:** The contract between the City and Offeror will follow the format specified by the City and contain the terms and conditions set forth in **Draft Agreement**. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into the contract. Should an offeror object 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 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 preference of the total points used in evaluating the Request for Proposal shall be awarded to a City of Gallup Resident Business in accordance with the City of Gallup Resident Business Ordinance.

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.

The State of New Mexico and the City of Gallup also grant a preference for qualified New Mexico Resident Businesses or Resident Veterans Businesses certified by the State of New Mexico Department of Taxation and Revenue, in accordance with Sections 13-1-21 to 13-1-22 NMSA 1978. **You must furnish a copy of your State of New Mexico Resident Business or Resident Veterans Business Certificate with your bid to be considered for the in-state preference.** For information on State of New Mexico resident business or Resident Veterans Business certification call 505-827-0951 or to download applications, go to:

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

**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.

**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:** Offeror's are advised that they must have or obtain a current City of Gallup business license for the goods or services if services are being completed within Gallup city limits.

**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 § 13-3-11 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.

**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.

**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 one week before the proposal due date/time unless otherwise specified in the request for proposal. Inquiries received after the deadline may not be considered.

**CONTACT:** If clarification is needed on any aspect of this proposal, submit the questions in writing to: Frances Rodriguez; City of Gallup Purchasing Office; P.O. Box 1270 (87305); 110 W. Aztec; Gallup, NM 87301; (505) 863-1334; (505) 722-5133 (fax); [frodriguez@gallupnm.gov](mailto: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 must be submitted no later than 10 days prior to the date set for opening of proposals. Questions submitted after May 7, 2018 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 notice to the Purchasing Section via fax/email/mail.

**ACCESS TO FACILITIES:** Offeror's, on their own, may visit the proposed site. City staff will not be available for site tours. 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.

**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 no later than April 30, 2018.** Only potential offerors who return this form will receive copies of amendments and correspondence.

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

## 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 proposal in order to be considered for the in-state preference.**

**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 Business preference a copy of the Certificate must be included with each proposal as per Sections 13-1-22 (A) 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>

### **III. BACKGROUND INFORMATION & SCOPE OF WORK**

#### **A. SUMMARY**

The City of Gallup, New Mexico, herein after referred to as “City” is soliciting qualification-based proposals from legal firms to provide On-Call services in accordance with the terms and conditions contained in this Request for Proposals (“RFP”).

#### **B. SCOPE OF SERVICES (SAMPLE PURPOSES-INSERT SCOPE OF WORK)**

1. The purpose of this RFP is to secure on-call professional legal services on an as-needed basis from qualified firms having expertise in municipal utility law, operational practices, development & administration of multi-jurisdictional operations contracts, state and federal regulations governing municipal utility operations including water supply and delivery, wastewater collection and treatment, solid waste collection and disposal, electric power distribution, transmission, acquisition and resource development. The initial period of performance is one (1) year. The City reserves the right to extend the agreement for up to three (3) additional one (1) year terms.
2. City will provide the selected firm a project specific description, including a preliminary Scope of Work and any special instructions needed by the firm to prepare a formal project specific scope of work and costs estimate. City and Firm shall negotiate the final scope of work and cost estimate, and City shall issue a written authorization to proceed based on the agreed to final Scope of Work and cost estimate.
3. Additions, deletions or modification of a project Scope of Work shall be agreed to in writing by the City and Firm prior to any such addition, deletion or modification.
4. Services contemplated under this Agreement are unrestricted in scope and will be developed on an as needed basis, and may include:
  - a. Electric Utility (State Issues) – Advise and Represent the City's municipal electric utility, the Gallup Electric Utility System, primarily in regard to Regulation and Permitting.
  - b. Electric Utility (Federal Issues) - Representation of the City in matters before or relating to the Federal Energy Regulatory Commission (FERC) and in regard to other regulatory issues and matters.
  - c. Advise and representation in matters relating to planning and evaluation of long term power supplies, and the development and negotiation and administration of power supply agreements.
  - d. Utility Operations Contracts – Advice and representation in development and negotiation of intergovernmental Operations Contracts, primarily in regard to operation of the Navajo-Gallup Water Supply Project water conveyance and power supply facilities.
  - e. Wastewater and Solid Waste regulatory and permitting issues
5. Services for specific projects will include a scope of work and cost proposal from the selected Firm approved by City as developed under Section III B (2) above. The proposal will utilize the following pricing format:

Unit pricing to include:

- Hourly rates for various services identified in the approved scope of work.
- Charges for miscellaneous items such as electronic media, copying, rental of special equipment, printing, etc.
- A statement of the billing procedures including minimum billing units, if any
- Cost of sub-consultants, if any

### **C. QUALIFICATIONS OF OFFERORS**

1. Offerors must be licensed to practice law in the State of New Mexico pursuant to the requirements of any applicable laws and must be in good standing.
2. The attorney(s) named in the proposal submitted by the Offeror, shall remain responsible throughout the period of the resultant agreement. No diversion or replacement may be made without submission of the proposed replacement with final approval being granted by the City Attorney or designated representative.
3. Submit resumes of the principal lawyers or attorneys who will be providing the services contemplated to the City together with identification of the particular specialty or area of expertise of each such individual and the role of each such individual.
4. Identify depth of staffing, ability of Offeror to respond quickly to requests for service.
5. Identify the familiarity of the Offeror with municipal utility issues, laws, regulations.

### **D. REFERENCES**

The Offeror should provide a list of five (5) references of clients, preferably in the public sector, provided the same or similar type service. The reference list should include current clients for which similar services have been provided within the past three (3) years and provide a contact person, telephone number and email address. The City reserves the right to contact clients for reference checks.

### **E. PRICE REDETERMINATION**

1. The contract hourly price (hereinafter called the Base Selling Price) shall remain firm for the first 2 years of the contract term. In the event the Agreement is renewed pursuant to the Agreement provisions, the base selling price to be paid is subject to increase or decrease using the following calculations:

PRODUCERS PRICE INDEX - By an amount equal to the sum of the change as reflected by the *Producers Price Index*, not seasonally adjusted (hereinafter referred to as the Special Index) as follows:

Industry: *Legal services*, Product: *Legal Services*, Series ID: PCU5411

1. Price adjustments shall be based on the latest version of the Special Index data published as of the date mutually agreed upon for such calculations. The date mutually agreed upon shall be based on the latest version available as it appears on the *Bureau of Labor Statistic's* internet website. If the Special Index is temporarily discontinued, the next higher-level series or a similar Industry type series shall be mutually agreed upon. Base Period: January 2018 is hereinafter the referenced base period. Current Index = 214.5 (subject to revision by BLS).
2. Mechanics of price adjustment: Divide the current index value by the index value for the base period, and then multiplying the result by Base Price; this final figure shall be the adjusted price for the current time period.

**PRICE REDETERMINATION  
EXAMPLE OF CALCULATION PROCEDURE**

	<b>Special Index</b>	<b>Composite</b>
Base Price = \$125.00 per hour	-----	-----
Current period series values (January 2018)	214.5	
Divide by the base period series values (January 2017)	207.7	
equals:	1.033	
Multiply by the original base price (\$125.00 per hour x 1.033)	-----	\$129.13

**F. SUBCONTRACTS AND OTHER CONTRACTUAL ARRANGEMENTS**

The use of subcontracts or other contractual arrangements to provide the requested services is permitted. The City, however, is looking for a single contracting entity that provides a technically and financially capable firm to be fully responsible to the City for all contractual obligations.

All existing or anticipated subcontracting and other arrangements relating to the entity that will contract with the City and to the services to be provided by such entity must be fully and clearly disclosed in proposals and are subject to further clarification by the Offeror, and the review and approval by the City.

**G. MANDATORY QUALIFICATIONS**

1. A minimum of three (3) years prior experience providing public entity utility legal services.
2. Offerors must be licensed to practice law in the State of New Mexico pursuant to the requirements of any applicable laws and must be in good standing and have a good reputation for reliability, honesty and integrity.

**IV. INSURANCE REQUIREMENTS:**

Contractor shall obtain and maintain throughout the life of this contract the following insurance, at contractor's

expense. Contractor shall provide insurance of the following types and in the amounts stated prior to commencing operations. The City shall be named as additional insured on all policies.

1. **Worker's Compensation:** The successful bidder, referred to as the Contractor shall maintain as his expense during the life of the contract, adequate Workman's Compensation Insurance with agencies licensed to do business in the state of New Mexico, for all employees on the work. In the case any work or portions of work are sublet the Contractor will insure and require the subcontractor similarly provide Workman's Compensation Insurance for his employees, unless such employees are covered under the Contractor's coverage. The Contractor, if requested, will provide proof of such coverage, including an endorsement by the insurer that the policy may not be cancelled nor allowed to lapse without a ten (10) day notice thereof first being given to the City.

2. **Professional Liability Insurance** in the amount of \$1,000,000

**Other required coverage:** The successful bidder, referred to as the Contractor shall maintain at his expense during the life of the contract, such Public Liability and Property Damage Insurance as shall protect him the City and any subcontractor(s) performing work covered by the Contract, for all claims for damages, personal injury, wrongful death as well as claims for property damages which may arise from work covered under this contract, whether such work be performed by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

3. **Coverage Required:** The kinds and amounts of insurance required are as follows:

a. **Commercial General Liability Insurance:** A Commercial General Liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Vehicle & Automotive
\$1,000,000	Policy Aggregate
\$1,000,000	Products liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

Said Policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of this contract (agreement).

b. **Automobile Liability Insurance:** A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and any and all other equipment owned and non-owned, both on and off the work.

c. **Worker's Compensation Insurance:**  
Worker's Compensation Insurance policy for the Contractor's employees, in accordance with the provisions of the Worker's Compensation Act of the State of New Mexico.

d. **Increased Limits:** During the life of the Contract (agreement) the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to

increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

## V. RESPONSE FORMAT AND ORGANIZATION

### a. Number of Responses/Copies

Offerors shall provide one (1) original and five (5) identical copies of their proposal, six (6) total.

### 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 except for material excluded from the page count. 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 (two-page maximum)  
Letter of Transmittal  
Resumes  
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 I.R.S. W-9 Form  
Cost Proposal

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. **A separately tabbed Appendix** shall be included at the end of offeror's proposal that contains the following: **1)** Letter of Transmittal; **2)** Campaign Disclosure Form; **3)** Acknowledgement of Receipt of Amendment forms (if any); **4)** Current insurance certificates should be included, if available; **5)** Address specific concerns with the Draft Agreement, if any **6)** Copy of New Mexico Resident Bidder or Resident Veterans Certificate **7)** Current I.R.S. W-9 form.

A. Submit a Table of Contents with Responses to the following and organized in the same order as follows:

- 1) Offerors should submit a narrative containing a brief history of company, type of organization and organizational structure. Identify principals of and the contact person for the organization
- 2) Detailed Response to Scope of Services, and ability to provide required services (Section III B)
- 3) Experience of the firm directly related to the type of services requested with current or previous clients that are similar in size and scope of work to the requested services of this RFP. (Section III (B)(4))
- 4) Provide a list of five (5) references and the contact information for the references. (Section III (D))



- 5) Resumes for principal attorneys or lawyers who will be assigned to this contract including background, current and past relevant experience in the areas listed in Section III (B) (4), education, and certifications (Section III (C))
- 6) Response to Mandatory Requirements (Section III, paragraph G).

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

1. Letter of Transmittal –Each proposal must be accompanied by the enclosed Transmittal letter. The Transmittal letter identifies 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.
2. 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.
3. Acknowledgement of Receipt of Amendment forms (if any issued)
4. Copy of current insurance certificate indicating coverages in the amount indicated in the proposal should be submitted if available. Insurance will be required prior to award, but not to submit a proposal.
5. Address specific concerns with the Draft Agreement, if any.
6. Copy of New Mexico Resident Bidder or Resident Veterans 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.
7. Current I.R.S. W-9 Form
8. Cost Proposal (Exhibit A)

## **VI. PROPOSAL EVALUATION AND CRITERIA**

### **Evaluation:**

Offerors submitting proposals may be afforded the opportunity for discussion 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 105 points with application of City of Gallup or State of New Mexico Resident Business preference, and up to 110 points with Application of the State of New Mexico

Resident Veterans Business Preference 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 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.

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.

**Evaluation Criteria:** The proposal will be evaluated based on the following criteria:

Factor	Points
1. Firm History and Experience	20
2. Ability to Provide Scope of Services	25
3. Personnel Qualifications	35
4. Quality and Completeness of Response	5
5. Cost Proposal (Exhibit A)	15
<b>Total</b>	<b>100</b>
Preference (max)	10
<b>Total w/Preference (max)</b>	<b>110</b>

The following requirements are mandatory; offerors must submit all required data OR requirements are in effect on the due date of this RFP in order for proposal to be evaluated and considered for award. Proposals will be considered NON-RESPONSIVE if the following are NOT met: Response to Mandatory Requirements: Pass/Fail only.

Requirement:	
3 years of experience in public utility legal services	Pass/Fail
Licensed in the State of NM and in good standing	Pass/Fail
Letter of Transmittal	Pass/Fail
Campaign Contribution Disclosure Form	Pass/Fail
Acknowledgement to Amendments (if any)	Pass/Fail

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

**\*Cost Proposal** – (MUST BE SUBMITTED IN SEPARATE SEALED ENVELOPE) Cost evaluation shall be based on the lowest hourly rate for the principal attorney in each area of expertise, which shall receive a total of 15 points. Successive offers will receive a quota of the points computed as follows:

$$\frac{\text{Lowest Offer (\$)}}{\text{Higher Offer (\$)}} \times 15 \text{ points} = \text{Points Price Evaluation}$$

**Application of State of New Mexico Resident Business or Resident Veterans Business 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.

- i. If the contract is awarded based on a percent-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.
- ii. 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 B or C 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.

**Best and Final Offers from Finalists**

Shortlist 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.

**VII. Oral Presentation Agenda**

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

**Pertinent Experience of the Firm** - Evaluation shall be based on related projects presented as previous work of the firm.

**Grasp of Project Requirements** - Evaluation shall be based on firm's approach, analysis and understanding of services required.

At the conclusion of all interviews, each member shall freshly rate each interviewee in accordance with the criteria and standards stated.

### **VIII. 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.

<b>Activity</b>	<b>Date</b>
Issue RFP	April 16, 2018
Deadline to Submit Questions	May 7, 2018
Proposal Due Date	May 17, 2018
Presentations (if required)	TBD
Recommendation for Award	June 1, 2018
Projected Start of Contract Date	July 1, 2018

**EXHIBIT “A”, COST PROPOSAL**

Offeror shall present an hourly billing rate schedule for service showing the names of all Primary key personnel who will be assigned to the City along with a breakdown of other expenses such as clerical support, long distance telephone calls, photocopies, express mail, facsimiles, etc. All fees will remain firm and fixed for the initial 2-year term of the contract, after which prices may be re-determined for the remaining term of the contract as set forth in the RFP. Cost proposal to submitted separately in separate sealed envelope with proposal.

<u>NAME KEY PERSONNEL/TITLE</u>	<u>AREA OF EXPERTISE</u>	<u>HOURLY RATE</u>
---------------------------------	--------------------------	--------------------

**EXAMPLE**

*John Smith – Principal	Water Rights	\$125.00
Jane Doe	Water Rights	\$100.00
*Robert Jones - Principal	Electric Utility Issues	\$125.00
David Brown-	Electric Utility Issues	\$100.00

<u>DESCRIPTION OF OTHER EXPENSES:</u>	<u>RATE OF COMPENSATION</u>
---------------------------------------	-----------------------------

Clerical Support	_____
Photocopies	_____
Facsimiles	_____
Long Distance Telephone Calls	_____
Express Mail	_____
Electronic Media	_____
Travel Expenses/Lodging * See Below	<u>Actual Invoice Cost</u>

Travel by vehicle shall be reimbursed at the rate of \$0.43 per mile based on official mileage chart.

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

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

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

Detailed receipts for travel and lodging shall be submitted with vendor’s invoice.

**ALL RATES SHALL BE EXCLUSIVE OF TAXES**

(Use additional pages if they are necessary to complete your fee schedule)

**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 90 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)**

## **DRAFT AGREEMENT**

THIS AGREEMENT, entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between \_\_\_\_\_ herein called **Contractor** and the City of Gallup, a municipal corporation, herein called **City**.

### **SCOPE OF WORK:**

The Contractor shall provide **<INSERT SCOPE OF WORK HERE>**

**As per: RFP No. 2017/2018/06/P**  
**Amendment No.'s XX XX**  
**Contractor's response to RFP No. 2017/2018/06/P**  
**(Other)**

### **COMPENSATION:**

In consideration for the services provided pursuant to Scope of Services, the Contractor shall charge the City on a **<INSERT PAYMENT TERMS>** basis and City shall pay only the following charges for services performed:

### **TERM:**

Subject to the parties executing this contract, the term of this Agreement shall be effective from \_\_\_\_\_, 2018 to \_\_\_\_\_, 2019 unless sooner terminated, and may be renewed as specified in *Renewal* paragraph below.

### **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. The City shall be entitled to take possession of work performed by the CONTRACTOR as of the date of termination.

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.

### **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.

**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.

**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.

**SUBCONTRACTING:**

The Contractor may not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

**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.

**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.

**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.

**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.

**CONFLICT OF INTEREST:**

The Contractor warrants that it currently 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 this Agreement. The Contractor further covenants that, in the performance of this Agreement, no person having any such interest shall be employed by the Contractor. The Contractor warrants that it does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process.

**AMENDMENT:**

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

**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 *Amendment* Paragraph above.

**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.

**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.

**INSURANCE:**

Contractor shall provide certificate of insurance which includes statutory limits for worker's compensation, commercial liability including automotive/vehicle liability, and professional errors and omissions liability. Certificate evidencing the above shall be furnished to the City of Gallup with the City named as additional insured on the commercial liability policy.

**APPLICABLE LAW:**

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

**ENTIRE AGREEMENT:**

This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto.

**RENEWAL:**

The City shall have the option to renew this contract up to three additional one (1) year terms.

**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.

**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.

**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 Attorney  
                                 Curtis Hayes  
                                 P.O. Box 1270  
                                 Gallup, New Mexico 87305-1270

Provider:            <INSERT CONTRACTOR'S NAME & CONTACT INFORMATION>

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: \_\_\_\_\_