

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

REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR:

**EMPLOYEE ASSISTANCE PROGRAM SERVICES**

RFP NO. 2018/2019/01/P



**CITY OF  
GALLUP**

**RFP DEADLINE ACCEPTANCE:**

**DATE: Tuesday, August 30, 2018**

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

**PREPARED BY: FRANCES RODRIGUEZ  
PURCHASING DIRECTOR**

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## ADVERTISEMENT FOR PROPOSALS

CITY OF GALLUP, NEW MEXICO

Request for Proposals (RFP) NO. 2018/2019/01/P

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

### **EMPLOYEE ASSISTANCE PROGRAM SERVICES (EAP)**

As more particularly set out in the RFP documents, copies of which may be obtained from the City of Gallup Purchasing Division, 110 W. Aztec Ave., Gallup, New Mexico 87301; or contact Frances Rodriguez, Purchasing Director at (505) 863-1334. Copies are available for viewing or can be downloaded from: [www.gallupnm.gov/bids](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 **Thursday, August 30, 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 this 8<sup>th</sup> day of August 2018

By: /S/ Jackie McKinney, Mayor

Classified Legal Column:

Gallup Independent Publishing Date: Friday, August 10, 2018

Albuquerque Journal Publishing Date: Sunday, August 12, 2018

**ACKNOWLEDGMENT RECEIPT OF PROPOSALS**

**RFP No. 2018/2019/01/P**

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

The acknowledgment of receipt should be signed and returned to the Purchasing Office as soon as possible but no later than 5:00 P.M. local time on August 20, 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 **DOES** **DOES NOT** (Circle one) intend to respond to this Request for Proposal.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE : \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

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

Frances Rodriguez  
P.O. Box 1270  
Gallup, New Mexico 87305  
(505) 722-5133 Fax  
[frdriguez@gallupnm.gov](mailto:frdriguez@gallupnm.gov)

**Please return this form by August 20, 2018**

## I. GENERAL CONDITIONS

The City of Gallup is inviting proposals for:

### EMPLOYEE ASSISTANCE PROGRAM SERVICES

Proposals will be received by the City of Gallup at the Municipal Building, Purchasing Department, 110 West Aztec; Gallup, New Mexico 87301 (mailing address: City of Gallup Municipal Building; Purchasing Department; P.O. Box 1270; Gallup, NM 87305), until **Thursday, August 30, 2018** at 2:00 p.m. local time. Proposals submitted after the above date and time will not be considered and will be returned unopened. Offerors are advised that faxed or electronically transmitted responses (fax or email) to City of Gallup proposals are **not** accepted. Proposals must be submitted in a sealed envelope.

Physical Address

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

Mailing Address

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

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

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

**COPIES:** Please return five (5) copies of each proposal- one (1) original and four (4) copies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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 5% preference of the total points used in evaluating the Request for Proposal shall be awarded to a City of Gallup Resident Business.

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

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

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>

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

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

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

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



## II. SUPPLEMENTAL TERMS AND CONDITIONS

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

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

**PROFESSIONAL REGISTRATION:** All work shall be under the direction of the applicable professional, legally licensed and registered by the State of New Mexico.

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

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

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

**PROHIBITED CONTACT:** Except for communications during any informational meeting conducted by the City for this RFP and to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or staff other than the Purchasing Section staff relating to this RFP is strictly prohibited throughout the duration of the RFP process, and, upon such finding, will render a respondent and/or related proposal non-compliant. Any and all inquiries must be submitted by the prospective respondent to the Purchasing Department no later than **Monday, August 20, 2018** by 5:00 p.m. (local time). Inquiries received after the deadline may not be considered.

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

When faxing in questions, please include the following:

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

Inquiries requiring clarification/modification to the RFP will be compiled and responded to via written addendum issued before the due date/time. In the event addendum is received by an offeror after its proposal is submitted, the offeror must acknowledge receipt of the addendum by notice to the Purchasing Division via fax or email. Questions submitted after **August 20, 2018** at 5:00 p.m. may not be addressed.

**CONFLICT OF INTEREST:** Offeror warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service under this contract. Offeror must notify the City's Purchasing Officer if any employee(s) of the requesting department or the Central Purchasing Division have a financial interest in the bidder.

**ACKNOWLEDGEMENT OF RECEIPT: Return Acknowledgement of Receipt form as soon as possible but no later than August 20, 2018.** Only potential offerors who return this form will receive copies of amendments and correspondence. Potential offerors that return acknowledgment late or do not return at all, shall still be allowed to submit a proposal.

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

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

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

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

### III. INTENT

The City of Gallup is seeking proposals to continue its Employee Assistance Program (EAP). The purpose of this Request for Proposals is to gather information from your organization relative to the City of Gallup required scope of service and key selection criteria.

The City of Gallup has offered EAP to its employees since July 1, 1989. The most recent employer-paid EAP program includes up to six (6) visits per year for the employee and qualified dependents.

The City of Gallup herein after known as the “City” is especially interested in obtaining the following services as part of the EAP:

- Assistance with chemical dependency and substance abuse
- Assistance with critical incident stress management, (CISM)
- Assistance with anger and depression management
- Mediation services between employees and supervisors
- Assistance with relationship management service

The objective of the City is to maintain an efficient, healthy workforce by offering an employer-paid EAP program as part of its comprehensive benefit package, to its employees and their qualified dependents.

It is the intent of these specifications, terms and conditions to describe an Employee Assistance Program (EAP) required for City of Gallup employees and their dependents. The City invites proposals from qualified organizations to administer the EAP.

**A. TERM GLOSSARY:** *Dependents are defined as the employee's spouse or domestic partner, children, (natural, step, adopted, or foster) parents or a person who is under the employee's legal guardianship as appointed, either by court of general jurisdiction or by power of attorney as allowed by the laws of the State of New Mexico.*

Dependents	Shall mean an employee's: (1) Spouse or domestic partner; (2) An unmarried child (natural, step, adopted, or foster) under the age of 19 or unmarried child under the age of 26 who is a full-time student and primarily dependent upon the employee for support; (3) An unmarried child older than age 19 who is incapable of self-sustaining employment by virtue of mental or physical handicap, or; (4) Parent or person who is under the employee's legal guardianship as appointed, either by court of general
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	jurisdiction or by power of attorney as allowed by the laws of the State of New Mexico.
Employee	Shall mean any person working for and receiving a paycheck from the City of Gallup
CSIM	Critical (or Traumatic) Incident Stress Management
Contractor	When capitalized, shall refer to selected bidder that is awarded a contract
Counseling Session	Shall mean clinical visit
Incident	Shall mean an issue or occurrence and the related causes and consequences of such issue or occurrence that disrupt the personal functioning, health, state of mind, and/or quality of life. Incidents include, but are not limited to marital, family, or personal relationship problems, emotional concerns, substance abuse and chemical dependency. The City of Gallup may review and appeal any decision by Contractor to deny coverage of an Incident, in accordance with privacy and confidentiality laws.

## **B. SCOPE OF SERVICE**

City employees face many of the emotional problems prevalent in society today. In certain cases, these problems affect the employee's health, effectiveness on the job, and work attendance. Specific problems facing City employees include but are not limited to, financial, drug and alcohol, gambling addiction, health, death in family, illness of an elder relative or child, and the pressures and stresses of balancing work and family responsibilities. In recognizing the problems employees face, the City of Gallup has an established Employee Assistance Program managed by Human Resources. The function of the EAP is seeing to the emotional, mental and psychological health of City workers and their families by providing counseling and referrals to outside professionals as needed.

## **C. BACKGROUND**

The City of Gallup employs approximately 400 employees. Employee Assistance Program services are required for employees in all City departments, including but not limited to the following: City Manager, Legal, City Clerk, Fire Department, Police Department, Human Resources, Planning, Risk Management, Finance, Purchasing, Utility Accounting, Customer Service, Public Library, Utilities, Public Works, Parks and Recreation.

## **D. SPECIFIC REQUIREMENTS**

The City requires an Employee Assistance Program for City employees and their dependents that includes, but is not limited to, providing:

## **1. Confidential Assessment and Counseling Services.**

- a) Contractor shall provide:
  - i. Up to six (6) counseling sessions per family member (Employee and his or her Dependents) per incident (please refer to page [1] Term Glossary for the definition of the word “incident” as used in this RFP) per calendar year for non-safety City of Gallup employees;
  - ii. Up to (6) special purpose counseling sessions to be allocated over the life of the contract as Informal or Formal Manager Referral visits, visits for laid off employees, or other visits subject to Human Resources authorization.
- b) The City of Gallup Human Resources Director may review and appeal any decision by Contractor to deny coverage of an incident, in accordance with privacy and confidentiality laws.
- c) Licensed, professional counselors, experienced in providing EAP services, shall deliver confidential, in-person short-term, solution focused assessment and counseling sessions for employees and their dependents experiencing life problems of any kind. These sessions shall be conducted in safe, private, and confidential offices.
- d) Licensed, professional EAP counselors shall be available in sufficient numbers and in an appropriate location to deliver both urgent and non-urgent services in a timely manner. Urgent requests for service shall be met within 24 hours and non-urgent request within two business days.
- e) The EAP will provide counseling for problems related, but not limited to: stress, family, work, grief, tobacco, alcohol & drugs, marriage & divorce, depression, parent-child relationships, child/spouse abuse, aging, eldercare, eating disorders, financial and credit problems, gambling, conflict resolution, and mental health issues.

## **2. Referral Support, Tracking and Follow-up.**

- a) The EAP shall assist with referrals for long-term or specialized care based on assessed employee need and preferences, recommended treatment, and financial resources.
- b) Referrals shall be made if more extensive counseling is needed, and the number of personal counseling sessions is exhausted.
- c) Contractor shall, as needed, refer employees to outside professionals including but not limited to: psychiatrists/psychologists, psychotherapists, social workers, family counselors, other medical and/or health practitioners, credit and financial counselors.

- d) Contractor shall remain cognizant of the City insurance benefits program in order that it can advise employees as to the possible coverage of services by such organizations or professionals. Contractor shall examine the accreditation of the organizations and professionals to which it refers employees so as to ensure, as much as possible, medical expenses reimbursement under health or medical insurance policies.
- e) Contractor shall monitor and review the progress of referrals and the provider's adherence to quality assurance standards.

### **3. 24-Hour Crisis Telephone Response**

Professional EAP counselors shall provide live, immediate crisis telephone counseling 24 hours per day, seven days a week. A toll free-number shall be provided.

### **4. Emergency Intervention/Critical and Traumatic Incident Stress Management**

On-site assistance shall be provided within 24 hours for emergencies, including critical and traumatic incident stress management defusing and debriefing, and other crisis response needs for City management and employees.

### **5. Substance Abuse Expertise.**

- a) Given its disproportionately significant impact on the workplace, EAP providers shall have specific knowledge, training and experience in the assessment and treatment of chemical dependency and other addictions.
- b) Contractor shall provide services to employees and their dependents who may be experiencing difficulty with problems related to alcoholism or other addictions.
- c) Contractor shall serve as a resource to command and supervisory personnel and other units whose function involves interaction with employees experiencing impairment due to alcoholism or other addictions.
- d) When requested, contractor shall assist the organization in the development and implementation of policies, procedures, programs and services that advocate and support a drug-free workplace.

### **6. Guaranteed Confidential Recordkeeping.**

- a) EAP client records shall be guaranteed complete privacy and protection. EAP records and all related private health information shall be maintained in accordance with all State and Federal laws and Employee Assistance
- b) The EAP shall provide ongoing training for its provider network on confidentiality practices.

## **7. EAP Communication/Awareness Materials.**

- a) The EAP shall provide a variety of printed materials (e.g. posters, brochures, business cards), online services, in the workplace and promote easy access to EAP services and support.
- b) Contractor shall participate in City Wellness events and/or Employee Health Fairs (minimum of one per year) as requested.

## **8. Management Communication and Consultation.**

- a) Contractor shall provide individual consultation to City managers and supervisors as needed regarding the management and referral to the program of employees with job performance or behavioral/medical problems.
- b) The EAP shall provide on and off-site assistance as needed with management referrals for “difficult” employees, workplace conflicts, return-to-work conferences and other identified needs of the workplace.

## **9. Mediation for Human Resources Referral.**

- a) Employee – Employee: EAP Provider shall facilitate mediation from employee to employee through open discussion, helping both employees to recognize each other’s views and better consider how the dispute may be resolved. The goal of the mediation is for Employees to have a safe environment to communicate their feelings, validate their concerns and explore alternative, healthier solutions to interact with others. Follow up with management/HR by Mediator will also take place to track Employee’s progress in working together.
- b) Group/Department: EAP Provider shall facilitate mediation with employees together in a safe environment to discuss points of conflict and explore healthier alternatives and solutions. Conflict resolution and team-work strategies will be discussed. The goal of the mediation is for Employees to have a safe environment and educating employees on healthy communication & facilitating their individual progress. Follow up with management/HR by Mediator will also take place to track Employee’s progress in working together.

## **E. REPORTS**

### **1. Annual and Periodic Utilization Reports.**

On a monthly and annual basis, contractor shall provide comprehensive, user-friendly EAP utilization and activity reports showing number of requests for service and type of service by City department.

## **F. QUALIFICATIONS**

The following are the minimum requirements. Successful contractor shall provide copies of all licenses and certifications PRIOR to rendering services.

1. Master's Degree in mental health field
2. Properly licensed in the State of New Mexico
3. Certificate Holder with the National Employee Assistance Certification Commission.
4. Certification from an accredited alcohol and drug abuse counseling program
5. Professional Liability Insurance for New Mexico Tort Claims limits.
6. At least 5 years of experience in counseling clients from diverse cultural backgrounds and sensitivity to relevant cultural concerns, beliefs and traditional healing modalities.

*A certification from the Employee Assistance Certification Commission is desirable but not mandatory.*

## **G. INSURANCE**

The successful contractor will be required to provide proof of, and maintain, insurance by a company authorized to do business in New Mexico for the duration of the contract prior to performing work for the City of Gallup or when applicable on City owned property. The requirements are as follows:

1. General Liability and Automobile: \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence.
  - a. Coverage shall remain in effect for the duration of the contract.
  - b. Automobile insurance coverage to be for the use of all owned, non-owned, hired automobiles, vehicles and other equipment.
2. Professional Liability: Minimum \$1,000,000 aggregate.
3. Worker's Compensation:
  - a. Contractor must provide per the New Mexico statutory limits.
4. City of Gallup shall be named as additionally insured
  - a. This condition is required for General Liability and Automobile Liability.
5. Notification
  - a. The certificate must state that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the City.



## H. RESPONSE FORMAT AND ORGANIZATION

### 1. Number of Responses/Copies

Only one proposal may be submitted by each offeror for this project. Offerors shall provide one (1) original and five (5) identical copies of their proposal.

### 2. Proposal Format

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

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

- Front cover (photos with captions on inside cover allowed)
- Divider pages (blank except for title information)
- Back cover (photos with captions on inside of back cover allowed)
- Tables of Contents page (one-page maximum)
- Letter of Transmittal
- Resumes
- Comments on Draft Agreement
- Certificate(s) of insurance
- Campaign Contribution Disclosure Form
- Acknowledge Receipt of Amendment form
- Copy of New Mexico Resident Bidder or Resident Veteran Business Certificate (if applicable)
- Current I.R.S. W-9 Form
- Resident Business Preference Table (Page 23; if applicable)
- Cost/Fee Proposal (under separate, sealed cover)

### 3. Proposal Organization

All pages shall be numbered except for those specifically excluded from the page count.

All foldout pages shall be counted as two (2) pages and shall be numbered as such.

**Proposals shall be organized and tabbed in the same order as the evaluation criteria.**

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

contains the following: **1)** Letter of Transmittal; **2)** Campaign Disclosure Form; **3)**

Acknowledgement of Receipt of Amendment form (if any); **4)** Current insurance

certificates should be included; **5)** Address specific concerns with the Draft Agreement, if

any **6)** Copy of New Mexico Resident Bidder or Resident Veterans Certificate **7)** Current I.R.S. W-9 form **8)** Resident Business Preference Table (if applicable).

Proposals shall be organized as follows:

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

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

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

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

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

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

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

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

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

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

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

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

j.) Resident Business Preference Table (Page 22, if applicable)

- k.) Cost Proposal to be submitted in **SEPARATE SEALED** envelope within the same shipping container/envelope as the Proposal

## **I. PROPOSAL EVALUATION AND CRITERIA**

**Shortlisting** - A maximum total of 100 are possible in scoring each proposal for the shortlist evaluation. The Selection Committee will evaluate the proposals and may conduct interviews with Offerors applying for selection. The evaluation criteria to be used by the Selection Committee for the proposal shortlist and the corresponding point values for each criteria is listed below. A minimum score of **75** is required in order to qualify for award of a contract, not including preference allowance points.

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

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

Following discussion by the members, each member may review scores, may make any changes and confirm point totals on the evaluation forms.

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

Should the committee elect to conduct interviews, the top respondents will be interviewed. The Purchasing staff will coordinate the interviews with each interviewee of the time, date and place the committee will conduct interviews and the time allowed for each presentation. The Committee members may question each interviewee during or after its presentation. A maximum of **100** additional points may be awarded a firm based on oral presentation/interviews. If oral presentations are not held, no additional points shall be awarded.

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

1. **EAP Philosophy and Program Summary**: Describe your proposed philosophy and objectives for the EAP and provide a brief description of EAP services to be offered.

**[15 Points]**

2. **Description of EAP Services**: Describe the type and duration of services, assessment and counseling process from initial contact to follow-up procedures.
  - a. Explain how Contractor will determine that the EAP User problem is resolved

- b. Explain how the Contractor will ensure and maintain the confidentiality of the EAP User; hours that services will be available and how User can request assistance;
- c. Describe services to be provided by outside counselors and/or advisors (e.g., attorney, financial advisory, etc.) an explanation of when and how these outside counselors and advisors will be used to assist a troubled EAP user.
- d. If EAP Users will have to pay for services provided by outside counselors/advisors, the Contractor will explain how it will coordinate referrals to outside advisors in order to meet the EAP Users' financial resources and the provisions of the City's insurance plan.
- e. If CISD debriefing and on-site grief and trauma counseling is not included in scope of services, explain how it will coordinate with other providers in order to meet the EAP requirements and required response tie.
- f. Describe data collection system, type and format of utilization reports to be generated to assess service provided. Attach a sample of forms for reports.

[15 Points]

3. **Marketing and Promotion:** Describe how you intend to promote the EAP so that maximum utilization and effectiveness are realized, i.e.; newsletter, posters, brochures. EAP will be required to make contact with all departments and explain program.

[5 Points]

4. **Capabilities to Meet Response Time Requirement:**

- a. Describe your process and/or approach in providing the requested services within 24-hour response time.
- b. Describe your process and response approach in managing an EAP request. Describe process per se and/or approach in managing a critical or distressed EAP request; such as a person with suicidal thoughts.

[20 Points]

5. **Corporate Capabilities and Staffing:**

- a. Describe your experience in providing EAP services with a list of current and former organizations and the number of employees that have contracted with the Contractor for EAP services for the last three years.
- b. Resumes of staff to be assigned to the EAP shall indicate qualifications, licenses and/or certifications.
- c. If the Contractor intends to refer clients to outside advisors, the following information must include the name and qualifications of the advisor, explicit services to be offered, and copies of service agreements the Contractor has signed with the advisors.
- d. List all counselors and any specialty areas as well as licensing, certifications and years of experience. Also, list approximate hours of availability per week.

[20 Points]

6. **Cost Proposal (Excludes taxes)**

$$\text{Offeror's points} = \frac{\text{Lowest responsive offeror's cost}}{\text{This offeror's cost}} \times \text{Maximum Points}$$

The lowest responsive offeror's cost will be divided by other offeror's cost, and then multiplied by the number of available points in the evaluation process to arrive at the final ranking of offerors.

[25 Points]

**TOTAL POSSIBLE**

**[100 POINTS]**

<b>Factor</b>	<b>Points Available</b>
F (1-6) Qualifications (minimum requirements)	Pass/Fail
H (3) b. Campaign Contribution Disclosure Form	Pass/Fail
H (3) c. Letter of Transmittal	Pass/Fail
I(1) EAP Philosophy and Program Summary	15
I(2) Description of EAP Services	15
I(3) Marketing and Promotion	5
I(4) Capabilities to Meet Response Time Requirement	20
I(5) Corporate Capabilities and Staffing	20
I(6) Cost Proposal	25
SUBTOTAL	100 Points
New Mexico Resident bidder or Resident Veteran Bidder	10 Points Maximum
TOTAL POINTS W/PREFERENCE	110 Points w/Preference Possible
(K) Interviews/Oral Presentation	100 Points (if necessary)

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

**J. APPLICATION OF IN-STATE PREFERENCE:**

- 1.) Pursuant to Section 13-1-21(C) (2), NMSA 1978. When a public body makes a purchase using a formal request for proposals process.
  - a.) If the contract is awarded based on a point-based system, a resident business shall be awarded the equivalent of (5) five percent of the total possible points to be awarded based on the resident business possessing a valid resident business certificate. A resident Veteran's business may be awarded up to a (10) ten percent preference of the total possible points.
  - b.) The City's RFP award process is based on a point system with 100 points possible. With the in-state preference applied, 5 points will be possible; with the Resident Veteran's Preference applied a maximum of 10 points are possible.

- 2.) Pursuant to Section 13-1-21 (D), NMSA 1978. When a joint bid or joint proposal is submitted by both resident and nonresident businesses, the resident business preference provided pursuant to Subsection E of this section shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a nonresident business as specified in the joint bid or proposal.

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

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

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.

**K. ORAL PRESENTATION AGENDA**

If oral presentations are determined to be necessary, a 60-minute time allotment will be available for each presenting firm – 40 minutes for the presentation and up to 20 minutes for a question and answer period. Offeror’s should be prepared to speak to the following issues during the course of their presentation:

<b>Factor</b>	<b>Points Available</b>
I(1) EAP Philosophy and Program Summary	25
I(2) Description of EAP Services	25
I(4) Capabilities to Meet Response Time Requirement	25
I(5) Corporate Capabilities and Staffing	25
TOTAL POINTS	100

Based on interviews firms may be awarded up to 100 additional points allocated evenly over the discussion topics above. (25 points per topic)

**L. 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>Action</b>		<b>Due Dates (times)</b>
1. Advertise RFP		August 10, 12, 2018
2. Acknowledgement of Receipt Due		August 20, 2018
3. Deadline to Submit Questions		August 20, 2018 @ 5:00 pm
<b>4. Submission of Proposal</b>		August 30, 2018 @ 2:00 pm
5. Oral Presentation		TBD (if necessary)
6. Evaluation		September 17-21, 2018
7. Award		September 24-28, 2018
8. Anticipated Contract Start Date		October 1, 2018

**ATTACHMENT A**

**COST PROPOSAL:**

In separate sealed envelopes, include one (1) original and five (5) copies of the cost proposal, unless otherwise specified in the RFP, marked as COST PROPOSAL and clearly showing the proposal number and proponent name. For the purposes of these conditions of proposing, all Prices shall include all costs **except gross receipts tax**. Applicable taxes shall be included as a separate line item on all billings.

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

**FORM OF PROPOSAL**

**A. Providing Employee assistance per the attached Scope of Services, including information sessions and workshops, reference D thru F, pages 13 thru 17 (Except D, 9 *Mediation for HR Referrals*).**

**\$\_\_\_\_\_ per employee per session hour.**

**B. Provide Employee-Employee or Group/Department Mediation D (5) *Mediation for HR Referrals***

**\$\_\_\_\_\_ cost per session hour.**

**C. Providing Employee Critical Incident Stress Debriefing. May include on-site grief or trauma counseling, as necessary.**

**\$\_\_\_\_\_ per hour.**



RFP No. 2018/2019/01/P  
LETTER OF TRANSMITTAL

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

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

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

\_\_\_\_\_  
NAME OF FIRM THAT WILL CONTRACT WITH THE CITY

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

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME PRINTED OR TYPED

\_\_\_\_\_  
TITLE

TELEPHONE: \_\_\_\_\_

DATE: \_\_\_\_\_

FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EMAIL: \_\_\_\_\_

**RETURN THIS FORM WITH YOUR PROPOSAL**

RFP No. 2018/2019/01/P  
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

--OR--

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**RETURN THIS FORM WITH YOUR PROPOSAL**

## SAMPLE DRAFT AGREEMENT

THIS AGREEMENT, entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2018 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 EAP Services as per the RFP and the Contractor's proposal submitted in response to **RFP No. 2018/2019/01/P** and as further agreed to be incorporated into the agreement.

**2. COMPENSATION:** Compensation shall be as in the attached Cost Proposal as submitted by vendor. Payment shall be Net 30 from receipt of approved invoice.

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

### **3. TERM:**

Subject to the parties executing this contract, the term of this Agreement shall be effective from \_\_\_\_\_, 2018 to \_\_\_\_\_, 2019 unless and may be renewed as specified in paragraph 21.

### **4. TERMINATION:**

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

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

### **5. STATUS OF CONTRACTOR:**

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

### **6. INDEMNITY:**

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

**7. ASSIGNMENT:**

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

**8. SUBCONTRACTING:**

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

**9. RECORDS AND AUDIT:**

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

**10. APPROPRIATIONS:**

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

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

**12. CONFIDENTIALITY:**

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

**13. 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.

**14. AMENDMENT:**

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

**15. 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.

**16. 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.

**17. 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.

**18. INSURANCE:**

Contractor shall provide certificate of insurance which includes statutory limits for worker's compensation, Commercial Liability, and professional liability in the amounts stated in the Proposal. Certificate evidencing the above shall be furnished to the City of Gallup with the City named as additional insured on the Commercial Liability portion.

**19. APPLICABLE LAW:**

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

**20. CONTINUATION:**

This agreement can be continued on a month-to-month basis with the written mutual consent of both parties.

**21 .RENEWAL:**

The City shall have the option to renew this contract for three each additional one (1) year period(s) upon thirty (30) days written notice from the City to Contractor.

**22. WAIVER OF CONTRACTURAL RIGHT:**

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

**23. SEVERABILITY:**

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

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

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

City of Gallup  
EAP Coordinator:       City of Gallup  
                                  Human Resources  
                                  Attn: Klo Abeita, HR Director  
                                  P.O. Box 1270  
                                  Gallup, NM 87305

Provider:                   \_\_\_\_\_

                                  \_\_\_\_\_

                                  \_\_\_\_\_