

CITY OF GALLUP

REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR:

COMPREHENSIVE HOUNG MARKET ANALYSIS

RFP NO. 2019/2020/01/P



**CITY OF
GALLUP**

RFP DEADLINE ACCEPTANCE:

DATE NOVEMBER 5, 2019

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. 2019/2020/01/P

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

COMPREHENSIVE HOUSING MARKET ANALYSIS

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. **Copies of the RFP may also be accessed at 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 Tuesday, November 5, 2019** 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 nor proposals submitted after the specified date and time will be considered, and will be returned unopened.

For information on this RFP, contact Frances Rodriguez, Purchasing Director, at 505-863-1334; Email: frodriguez@gallupnm.gov.

Dated the 1st day of October 2019

By: /S/ Jackie McKinney, Mayor

CLASSIFIED LEGAL COLUMN:

Gallup Sun Publishing Date: Friday, October 4, 2019

Albuquerque Journal Publishing Date: Sunday, October 6, 2019

**ACKNOWLEDGMENT OF RECEIPT OF PROPOSAL
RFP No. 2019/2020/01/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-Three (33) pages.

The acknowledgment of receipt should be signed and returned to the Purchasing Office no later than 5:00 P.M. local time on October 21, 2019. **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) 863-1235
(505) 722-5133 Fax

Please return this form by October 21, 2019
Faxed Copies of this form will be accepted.

Faxed RFP responses will NOT be accepted.

CITY OF GALLUP
RFP NO. 2019/2020/01/P

I. General Conditions

- A. As required by 13-1-111 NMSA 1978 the City of Gallup (City) is requesting proposals (RFPs) for qualified professional housing consulting services to conduct a Comprehensive Housing Market Analysis to assess housing demand, supply, preferences and gaps and the types of housing needed in the City for the different demographic segments of the population. As a result of this analysis, the City will have a detailed understanding of the existing housing market, as well current and projected unmet housing needs. The study will assist the City in carrying out it's objectives in facilitating housing in a way that contributes to local community and economic development and sustainable growth.
- B. Proposals will be received by the City of Gallup at the Municipal Building, Purchasing Department, 110 West Aztec, Gallup, New Mexico 87301, until **Tuesday, November 5, 2019** 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 emailed responses to the City of Gallup are **NOT** accepted. Proposals must be submitted in a sealed envelope.

Physical Address:

City of Gallup
Purchasing Department
110 W. Aztec Avenue
Gallup, NM 87301

Mailing Address:

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

- C. **MAILING:** Offeror to utilize the City's self-addressed label on their return mailing envelope or package. If sent by overnight method (Federal Express, UPS Next Day Air, etc.) **please note proposal number on carrier's receipt.** Failure to do so **will not** constitute a liability on the City if the proposal is misplaced or lost.
- D. **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 provision of services. Contractors shall be in compliance with the ADA requirements.
- E. **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. Offerors submitting proposals may be afforded an opportunity for discussion and revision after submission and prior to award for the purpose of obtaining best and final offers.
- F. **COPIES:** The Offeror shall submit six (6) copies of the proposal with one (1) being the original. The proposal shall contain any information or supplements which will assist the City in selecting an Offeror. All expenses associated with

this submittal will be borne solely by the Offeror.

- G. **PROPOSAL OPENING:** The opening of proposals shall be conducted in private to maintain the confidentiality of the contents of all proposals. Proposals will remain confidential during the negotiation process.

These documents constitute a "Request for Proposal" or RFP. It is a request for an offer. As such, it allows alternate offers or proposals to be considered and the terms and conditions may be subject to negotiations to reach best and final offers. All information requested for submittal should be included with the offer, and exceptions or alternates clearly noted.

- H. **INQUIRIES:** Questions and/or clarifications concerning this RFP will be accepted in writing through Monday October 21, 2019 at 5:00 p.m. local time. Requests may be transmitted via email. Written responses to all written inquiries will be provided and distributed to all recipients of this RFP. Responses and addenda to this RFP, if necessary, are scheduled to be issued by October 25, 2019 by 5:00 p.m. No Offeror may rely upon oral responses made by any City employee or any representative of the City. Questions and/or clarifications concerning this RFP shall be directed to:

Frances Rodriguez
Purchasing Director
505-863-1334
frdriguez@gallupnm.gov

The only approved contact shall be with the above referenced purchasing individual. Offerors making contact with any other City official, evaluation committee member, or other City employee regarding this RFP may be disqualified.

Offerors shall have no claim against the City for failure to obtain information made available by the City which the Offeror could have remedied through the exercise of due diligence.

- I. **AMENDMENTS:** If any questions or responses require revision to the solicitation as originally published, such revisions will be by Formal Amendment only. If the solicitation includes a contact person for technical information, Offerors are cautioned that any oral or written presentations made by this or 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.
- J. **CONFIDENTIALITY:** 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.

- K. **NEGOTIATIONS:** Negotiations may be conducted with all responsible Offerors who submit proposals found to be reasonably likely to be selected for award. Offerors submitting proposals may be afforded an opportunity for discussion 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 Offeror(s) whose proposals are most advantageous to the City of Gallup.
- L. 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
- M. The review committee will evaluate all proposals, determine the need for, and conduct any negotiations. Negotiations may be conducted to:
1. Promote understanding of the City's requirements and the Offeror's proposal.
 2. Obtaining best and final offers.
 3. Facilitate arrival at a contract that will be most advantageous to the City of Gallup taking into account the factors set forth in the proposal.
- N. The City is under no obligation to conduct any negotiations or discussions with an Offeror.
- O. 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.
- P. 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 Proposal is initiated.
- Q. 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.
- R. This request and all attachments will be considered part of the resultant contract and/or purchase order.

- S. **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.
- T. **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.
- U. **MANDATORY REQUIREMENTS:** Mandatory requirements may be waived by the evaluation committee if all 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.
- V. **SPECIFICATIONS:** 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.
- W. **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 this RFP. 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. Offerors 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.
- X. **OFFEROR'S TERMS AND CONDITIONS:** Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the City. Any additional terms and conditions which may be the subject of negotiation, will be discussed only between the City and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.
- Y. **PROCUREMENT CODE VIOLATIONS:** The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico Statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.
- Z. **AWARD:** The award shall be made to the responsible and responsive Offeror of Offerors whose proposal is most advantageous to the City of Gallup, taking into

consideration the evaluation factors set forth in the Request for Proposals.

- AA. **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.

For information on State of New Mexico resident business or veteran's resident business bidder's certification call 505-827-0951 or to download applications, go to: <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

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

- BB. **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.
- CC. **NOTICE TO OFFERORS:** Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to the solicitations are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Unless specifically requested in the solicitation, elaborate art work, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.
- DD. THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS IN WHOLE OR IN PART, TO WAIVE INFORMALITIES OR TECHNICALITIES AT ITS OPTION, AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTEREST OF THE CITY OF GALLUP.

CITY OF GALLUP
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II. Letter of Transmittal Form

The undersigned certifies that they have read and understand the above General Conditions and that they accept these Conditions and submit the attached Proposal in full compliance with these Conditions and the applicable proposal specifications.

In submitting this Proposal, the Offeror represents that they have familiarized themselves with the nature and extent of the Request for Proposals dealing with federal, state, and local requirements which are a part of these Request for Proposals. The Offerors will comply with all applicable federal and state laws, local ordinances and the rules and regulations of all authorities having jurisdiction over the services of the project.

Name of Firm

Authorized Signature

Title

Date: _____

Address: _____

City, State: _____

Telephone: _____

Fax No.: _____

Email Address: _____

CITY OF GALLUP
RFP NO. 2019/2020/01/P

III. Scope of Services

1. INTRODUCTION AND SUMMARY

The City of Gallup is soliciting a Request for Proposal (RFP) for qualified professional housing consulting services (“Housing Consulting Services”) to conduct a Comprehensive Housing Market Analysis to assess housing demand, supply, preferences and gaps and the types of housing needed in the City of Gallup for the different demographic segments of the population. Based on this Comprehensive Housing Market Analysis, data collection will primarily involve desktop research and mail out and online surveys but will also include interviews or focus group(s) discussion with City staff, Gallup Executive Directors Alliance (GEDA) members, and key stakeholders. The successful Offeror’s Comprehensive Market Analysis recommendations are expected to take into account availability of land and public resources, City Code requirements, and the City’s Growth Master Plan.

After award, the project will be overseen by the City of Gallup Planning and Development Department. Clyde (C.B.) Strain, Planning and Development Director will be the project officer.

Estimated cost of the professional housing consulting services to be carried out by May 2020 is \$100,000. The proposed professional housing consulting services are being supported by an appropriation from the State Legislature funds through House Bill 548.

Deadline for receipt of proposals is **November 5, 2019** at 2:00 p.m. Proposals should be prepared in accordance with this RFP and mailed or delivered to Frances Rodriguez, Purchasing Director, Purchasing Department 110 West Aztec Avenue, Gallup, New Mexico 87301.

Proposals will be evaluated by a five (5) member selection committee. Consultants submitting proposals may contact Frances Rodriguez, Purchasing Director, phone: (505) 863-1334 email: fr Rodriguez@gallupnm.gov, for additional information. All proposals are considered public record only after a contract has been negotiated. The committee reserves the right to request additional information from consultants submitting proposals. The committee also reserves the right to interview consultants; if so, consultants will be scheduled after review of proposals.

2. NEEDS STATEMENT

The City of Gallup is soliciting a Request for Proposal (RFP) for qualified professional housing consulting services (“Housing Consulting Services”) to conduct a Comprehensive Housing Market Analysis to assess housing demand, supply, preferences and gaps and the types of housing needed in the City of Gallup for the different demographic segments of the population. Based on this Comprehensive Housing Market Analysis as stated in the RFP, data collection will primarily involve

desktop research and mail out and online surveys but will also include interviews or focus group(s) discussion with City staff, Gallup Executive Directors Alliance (GEDA) members, and key stakeholders. The successful Offeror's Market Needs Analysis recommendations are expected to take into account availability of land and public resources, City Code requirements, and the City's Growth Master Plan.

3. BACKGROUND

The Gallup City Council has authorized Planning and Zoning (P&Z) Development Department staff to engage a qualified housing consultant through an RFP process to conduct a Comprehensive Housing Market Analysis that will include recommendations to address identified housing needs and gaps. The purpose of the study is to support the City's Growth Management Plan and the Housing Goal of "Ensuring the provision of safe, quality and sustainable housing for all Gallup citizens".

Gallup is a city in northwest New Mexico, USA near the Four Corners region. Gallup is situated approximately midway between Albuquerque, NM and Flagstaff, AZ and is bisected by historic U.S. Highway 66. Gallup is known as the "Adventure Capital of New Mexico" and the "Indian Capital of the World".

Visit the City of Gallup website (www.GallupNM.gov) and the tourism website (www.GallupRealTrue.com) for more information.

4. PURPOSE

A. **Projected Need for Services:**

An Economic Roundtable on Housing including a White Paper was produced by Greater Gallup Economic Development Corporation in July 2017. Findings included a growing work force and population, steadily rising home purchase and rental prices, and a large commuter population.

A current Comprehensive Housing Market Analysis will provide the City with timely information on housing needs. **This study will not be strictly limited to affordable housing needs but will provide an analysis of housing needs along the entire continuum of household incomes and makeups.** The information will be subsequently used by the City for recommendations for policy, regulatory, financial and site-specific development strategies to address housing needs along the entire housing continuum of need.

B. **City Plans and Legislation:**

Gallup Strategic Plan 2019: Council's Strategic Goals for Housing include increasing the amount and types of housing options for all segments of the community including for different household income levels, size, characteristics, preferences, and lifestyles.

GGEDC Economic Roundtable on Housing 2017: Roundtable goals include increasing the availability of affordable and market rate housing through development of different housing types and projects.

Growth Management Plan 2016: The Growth Management Plan is a policy document, based on community input that outlines and promotes the needs for a variety of housing types, sizes and densities to meet the diverse needs of the community.

All proposers should review and become familiar with the above City Plans.

5. SCOPE OF SERVICES AND DELIVERABLES

A. **Study Scope and Timeframe:**

1. The proposed geographic area of study is City of Gallup. The study should include analysis of the demand generated by commuter workers to the City from surrounding communities. The study should focus on current conditions with two-year and five-year projections.

2. A draft version of the report should be sent to City staff by end of March 2020 for staff to review and provide comments. Publishing date for the report should be no later than April 2020. Selected consultant will present the report's key findings to City Council at a regularly scheduled public hearing in May 2020. Offeror's response to the RFP should include a work schedule illustrating that tasks will be completed within the above timeframe.

B. **Methodology:**

Offeror's response to the RFP should outline the proposed methodology for the study including data collection sources and tools, sample type and size, list of strategic community stakeholders for interviews and/or focus group(s) discussion; report content and order of sections and topics; the form in which data will be presented; and work schedule including visits to the City.

C. **Data Collection:**

Data should include quantitative and qualitative sources. Data collection and analysis should involve primarily desktop research to include market data from MLS and other relevant sources and surveys of a suitable sample size of residents and commuter workers (external and latent demand), but also a list of City staff, GEDA members and stakeholders for interviews or focus group(s) discussion. Respondents need to detail the types of methodology and approaches that proposed (e.g. surveys, focus groups) and the specific cost breakdowns for each.

D. **Content for Housing Market Needs Analysis and Proposal Format:**

Offerors should provide a list of relevant completed projects including a short one-paragraph description for each of the most relevant project examples.

The Report will cover the subjects and concepts listed below. In the response to the RFP, Offerors should indicate how they propose to order and arrange the information.

1. Community Housing Demand and Demographic Characteristics Important to Housing:

- a. Change in Population and Components of Population Change;

- b. Employment Trends (Employer Survey Results);
 - c. Household Income and Income Trends;
 - d. Employment and Commuting;
 - e. Seasonal Workforce (e.g. contractors and students);
 - f. Household Trends and Characteristics, such as Number of Households, Size, Composition, Age, and Income Distribution;
 - g. Senior-Headed Households;
 - h. Projected population growth with 2- and 5-year projections;
 - i. Renter Profile and Buyer Profile;
 - j. Distance from Surrounding Communities;
 - k. Location Preference; and
 - l. Estimated Commuters Who Would Live in Gallup.
2. Community Housing Supply:
- a. Number and Type of Housing Units including Bedroom Mix;
 - b. Age of Housing Units;
 - c. Rate of Growth, Number of Units Built Since 2010;
 - d. Owner/Renter Mix and Trends;
 - e. Affordable Ownership and Rental Units;
 - f. Vacant Lots;
 - g. Sale Price Trends Since 2010 (MLS Data, Remax Market Study, Homebuilder Association);
 - h. Characteristics of Homes for Sale;
 - i. Rental Price Trends Since 2010 (Apartment rental survey);
 - j. Vacancies and Characteristics of Available Rental Units;
 - k. Pipeline and Planned Housing Ownership and Rental Developments;
 - l. Affordable Ownership and Rental Units including Workforce and Seniors Housing; and
 - m. Supply Balance of Ownership and Rental Units in Different Price Ranges.
3. Results of Community Surveys and Key Informant Interviews or Focus Group(s) Discussion:
- a. Household survey results: Housing preferences by age, income, family size, and life (family/career) plans for home price, size, tenure, type and characteristics, location, and neighborhood amenities;
 - b. Stakeholder observations on housing challenges and suggested solutions; and
 - c. Data consistencies, disparities and convergences.
4. Assessment of Community Housing Needs:
- a. Current Housing Market Problems;
 - b. Affordability/Cost-burdened;
 - c. Affordable Housing including Workforce and Seniors;
 - d. Move-up and Latent Demand;
 - e. Condition and Adequacy of Existing Units;
 - f. Overcrowding and partly homeless population;
 - g. Loss of Affordable Stock and Evictions; and

h. Predicted number of units beyond repair by 2024

5. Types of Housing Needed:

Taking into account sources of demand from current commuters, incoming employees of the lab and other employers, and also latent demand of current residents, in addition to any other sources identified by the consultant:

- a. Needs with 2- and 5-year projections by Amount, Owner/ Renter Mix, Price points, Type & Location Type, size and price range for ownership and rental housing; and
- b. Recommended priority actions for short-, medium-, and long-term.

E. **Deliverables:**

A. Housing Market Needs Analysis: Length including appendices should not exceed fifty (50) pages. Information including diagrams, tables, charts and recommendations should be organized in a user-friendly and easy to reference format.

B. Presentation: Selected Consultant will present the report's key findings to City Council at a regularly scheduled public hearing as well as the Gallup Executive Directors Alliance (GEDA).

F. **Cost of Services:**

The estimated total budget for the Comprehensive Housing Market Analysis including gross receipts tax of 8.3125% is up to \$100,000. Offerors should provide an estimated budget breakdown for each of the main components of the work including and not necessarily limited to:

- A. Research and Data collection including literature review, interviews and/or focus group discussions, surveys, and materials and postage;
- B. Data analysis;
- C. Report writing; and
- D. Presentation to City Council and GEDA.

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

- A proposed work program to respond to the scope of work in this RFP.
- Names and titles of consultants, attorneys, and other professionals and support staff who will work on the project. If the project is to be a joint venture between several consultants or firms, the proposal should state so.
- Brief resumes of key consulting staff persons that describe their academic credentials, professional licenses, registrations, or certifications, relevant

publications, and experience on similar projects.

- The names, addresses and telephone numbers of references (three minimum), clients for whom the consultant has recently (in the past three years) performed services. (See Section F below)
- A project manager who will serve as liaison to the City of Gallup.
- A breakdown of fees of the Comprehensive Housing Market Analysis (See **Section F Cost of Services** above) shall be submitted in a SEPARATE SEALED ENVELOPE within the same shipping container as the proposal and labeled "Cost Proposal" **AND:**
- A not-to-exceed for the cost of the project, inclusive of travel. The person / days each is expected to work on the project and the percentage of total person / days for the project that time represents.

6. REFERENCES

The Offeror should provide a list of three (3) 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 at least 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.

7. 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.

8. INDEPENDENCE OF OFFEROR

The employees, officers and agents of the Offeror are not, nor shall they be deemed for any purpose, employees or agents of the City, nor shall they be entitled to any rights, benefits, or privileges of City employees. It is understood that the relationship of the Offeror to City, if a contract is successfully negotiated, will be that of independent contractor.

9. 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.

A. 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 ten (10) days notice thereof first being given to the City.

B. 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.

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

1. 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).

2. 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.

3. 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.
4. 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.

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IV. Response Format and Organization

1. To facilitate comparison and evaluation, Offerors must follow the format outlined in this section. Failure of an Offeror to follow the required format, may, at the sole discretion of the City, result in the rejection of the submittal. Proposals shall contain concise written material and illustrations that enable a clear understanding and evaluation of the capabilities of the Offeror. Legibility, clarity, and completeness are essential. The City, at its sole discretion, may reject any proposal which is unclear in any way.
2. **Number of Responses/Copies:**
Offerors shall provide one (1) original and five (5) identical copies of their proposal; (6) total.
3. **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
- Breakdown of Fees/Not-to-Exceed Cost of Project (IN SEPARATE SEALED ENVELOPE)

4. **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:

- a. Letter of Transmittal: Each proposal must be accompanied by the enclosed Transmittal letter. The Transmittal letter identifies the Offerors as follows:
 1. Identify the name and title of the person(s) authorized to contractually obligate the Offeror for the purpose of this RFP and the contract and;
 2. 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.
- b. Campaign 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.
- c. Acknowledgement of Receipt of Amendment forms (if any).
- d. 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.
- e. Address specific concerns with the Draft Agreement, if any.
- f. Copy of New Mexico Resident Bidder or Resident Veterans Certificate(s): 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.
- g. Current IRS W-9 form
- h. Fee Breakdown/Not-to-Exceed Cost Proposal

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V. Proposal Evaluation and Criteria

- A. **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.

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- B. **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 criteria are listed below.
- C. **Scoring:** Utilizing the materials provided by the Purchasing Department, 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 Purchasing Director.

At the committee meeting, the Purchasing Director 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.

- D. Evaluation Criteria: The following is a summary of evaluation factors with point value assigned to each. These weighted factors will be used in the evaluation of individual offeror proposals. Only finalists will receive point of oral presentation

Factor	Possible Points
1 <u>Qualifications:</u> Demonstrated qualifications to provide the service for a Housing Market Needs Analysis	20
2 <u>Experience:</u> A) Experience conducting Housing Market Needs Analysis and similar types of housing studies in the US Southwest region	20
3 B) Experience conducting housing studies in towns with comparable demographic and land supply characteristics	20
4 C) Past record of performance on contracts with government agencies or private industry with respect to such factors as control costs, quality of work and ability to meet schedules.	10
5 <u>Approach & Methodology:</u> Submitted approach and methodology is well planned, practical, and clearly demonstrates how it will achieve the purpose of the Housing Market Needs Analysis	30
 Total Points =	 <u>100 points</u>
<i>Maximum with Local/NM Resident Preference</i>	<i>105 points</i>
<i>Maximum with Veterans Preference</i>	<i>110 points</i>

E. 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;
 - 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, (see Exhibit B attached).
 - b. The City's RFP award process is based on a point system with 100 points possible. With the in-state preference applied, 105 points will be possible; with the resident Veteran's preference applied a maximum of 110 points are possible.

2. Pursuant to Section 13-1-21 (D), NMSA 1978. When a joint bid or joint proposal is submitted by both resident and nonresident businesses, the resident business preference provided pursuant to Subsection B or C of this statute 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.

F. 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.

G. Oral Presentation Agenda (IF REQUIRED)

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. Offerors 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.

H. Method of Compensation

Upon selection, a contract will be executed with the recommended consultant for the "not to exceed amount" proposed, with the reimbursement on a periodic basis, inclusive of travel for reasonable costs as identified in the contract. The project manager will review and, if proper, approve for payment of all invoices submitted by the consultant under the contract.

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VI. Proposed Schedule

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

Activity	Date
Issue RFP	October 4, 2019
Deadline to Submit Questions	October 21, 2019
Proposal Due Date	November 5, 2019
Presentations (if required)	TBD
Recommendation for Award	December 2019

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VII. Acknowledgement of Addendums (If applicable)

If applicable, OFFEROR ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

ATTACHMENT A
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, which 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)

ATTACHMENT B
DRAFT AGREEMENT

THIS AGREEMENT, entered into the _____ day of _____, 2019 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. 2019/2020/01/P
Amendment No.'s XX XX
Contractor's response to RFP No. 2019/2020/01/P
(Other)**

COMPENSATION:

In consideration for the services provided pursuant to Paragraph 1, 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 _____, 2019 to _____, 2020 unless sooner terminated.

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 ONTRACTOR 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.

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.

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.

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

Project Contact for the City: C.B. Strain
Planning and Development Director
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: _____ Date: _____

PRINTED NAME: _____

TITLE: _____

CITY OF GALLUP, NEW MEXICO

BY: _____ Date: _____
Frances Rodriguez, Purchasing Director

Attest:

BY: _____ Date: _____
Alfred Abeita: City Clerk