

CITY OF GALLUP

REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR:

UTILITY WOOD POLE INSPECTION SERVICES

RFP NO. 2019/2020/04/P



**CITY OF
GALLUP**

RFP DEADLINE ACCEPTANCE:

DATE JANUARY 28, 2020

TIME: 2:00 PM (LOCAL)

**PREPARED BY: FRANCES RODRIGUEZ
PURCHASING DIRECTOR**

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ADVERTISEMENT FOR PROPOSALS

CITY OF GALLUP, NEW MEXICO
Request for Proposals (RFP) NO. 2019/2020/04/P

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

UTLITY WOOD POLE INSPECTION SERVICES

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, January 28, 2020** 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 31st day of December 2019

By: /S/ Jackie McKinney, Mayor

CLASSIFIED LEGAL COLUMN:

Gallup Sun Publishing Date: Friday, January 3, 2020

Albuquerque Journal Publishing Date: Sunday, January 5, 2020

**ACKNOWLEDGMENT OF RECEIPT OF RFP SOLICITATION
RFP No. 2019/2020/04/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-Four (34) pages.

The acknowledgment of receipt should be signed and returned to the Purchasing Office no later than 5:00 P.M. local time on January 17, 2020. **Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the City's written responses to those questions as well as RFP amendments, if any are issued.**

FIRM: _____

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 January 17, 2020
Faxed Copies of this form will be accepted.
Faxed RFP responses will NOT be accepted.

CITY OF GALLUP
RFP NO. 2019/2020/04/P

I. **General Conditions**

- A. The City of Gallup is inviting qualified providers to submit proposals to provide UTILITY WOOD POLE INSPECTION SERVICES.
- 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, January 28, 2020** at 2:00 P.M. Local Time. Proposals submitted after the above date and time **will not** be considered and will be returned unopened. Offerors are advised that faxed or 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 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 email 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 four (4) 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 **January 17, 2020** 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 **January 20, 2020** 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 at: <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
RFP NO. 2019/2020/04/P

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
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III. SCOPE OF SERVICES

A) CONTRACTOR REQUIREMENTS

The Contractor shall furnish all supervision, labor, tools, equipment, report forms and field adaptable handheld data collection devices, transportation and material necessary for the inventory and inspection of City of Gallup poles as identified. The City will furnish copies of this specification and necessary maps showing general location of poles which are the subjects of this project.

The Contractor is required to have a minimum of ten (10) years in service pole inspection and a minimum of ten (10) years in the field data collection. The Contractor must have documented program/policies conforming to EPA, OSHA, and DOT and include the table(s) of content of this the training with their bid.

The Contractor shall maintain throughout the term of this Contract, in full force and effect, in amounts reasonably satisfactory to the City and otherwise in compliance with applicable law, the following insurance coverage: workers' compensation, commercial general liability (including public liability, personal injury, property damage and contractual liability) and automobile liability, naming the City as an additional insured. Prior to the commencement of the Work, Contractor shall furnish the City with a certificate evidencing said coverage.

1. Personnel Qualifications

The City reserves the right to ask for evidence of previous experience and training in the form of letters of reference and test results. Personnel are subject to approval by the City before awarding the contract or at any time thereafter. The Contractor shall list employees/Personnel with qualifications whom are to be involved in this project. The employees/personnel are not to be replaced without the City's consent. Failure to maintain an adequately trained work force the City shall request work to cease and as a result this is cause for termination under breach of contract.

2. Workmanship and Damages

All work shall be performed in a workmanlike manner and shall be in accordance with this specification and all applicable federal, state regulations and local ordinances. The Contractor shall exercise care at all times to prevent injury to any persons and to prevent damage to any property during performance of the work.

The City considers work not in accordance with this specification or work not in accordance with local, state or federal regulations, or unskilled or careless work to be cause for Contractor to stop work. Work will not be allowed to resume until deficiencies are corrected to the reasonable satisfaction of the City. Further, the City reserves the right to require the Contractor to replace

any worker before work is allowed to continue. The Contractor shall resolve all issues in a timely manner as specified by the City. Should the Contractor fail to resolve the situation this shall be cause to terminate the contract.

Any damages, real or personal, off the right of way arising directly from the performance of the work specified herein, or any damages on the right of way as a result of negligent operations, shall be settled promptly by the Contractor.

The City recognizes that linemen must inspect all poles to their satisfaction prior to climbing, whether or not such poles have been inspected by a third party contractor. An inspection tag on a pole is not a guarantee the pole is safe to climb.

3. Quality Control

- a. Pole inspection: A quality control inspection shall be performed for each time period of not less than one (1) week's work but not to exceed two (2) weeks' previous work. The quality control will be conducted with the contractor's supervisor and the City's representative on a mutually agreed upon date and time. The quality control inspection shall consist of the partial to complete re-inspection of those poles selected by the City's representative to compare the results shown on the pole report inspection sheets with those existing in the field. Contractor's cost of said re-inspections shall be borne by the Contractor. At least three (3) poles will be selected for each quality control inspections. The City shall be issued a copy of the quality control inspections field report.
- b. Discrepancies and Corrective Action: Any serious errors will be brought to the attention of the Contractor. Corrective action, reasonably satisfactory to the City, must be taken by the Contractor to remedy the situation before the next quality control check. The corrective action may include, but not be limited to re-working each pole back to the previous quality control check point at no additional cost to the City.

4. Definitions of Inspection (are defined as follows)

- a. Reported Pole (Visual Inspection): The City desires inventory information on all City owned poles.
- b. Sounding and Boring: Poles shall be sounded with a hammer from either ground line or above ground line as applicable, to as high as an inspector can reach in order to locate exterior decay or interior pockets of decay.
Inspector shall bore each pole a least once to detect interior decay. A shell thickness indicator shall be used to detect the existence and extent of any interior decay. If it is present, pole shall be bored a sufficient number of times to determine location and extent of decay. Bored holes shall be plugged with tight-fitting treated wood dowels.

- c. Partial Excavation: Poles that are partially excavated on one or two sides of the pole. This inspection method can be expected to identify many but not all inspected poles with decay below ground or other conditions causing a reduction in the required strength at ground line. Used in conjunction with visual inspection plus sound and bore.
- d. Rejected Poles: The City is responsible for determining when a pole shall be deemed rejected. A rejected pole is any pole designated by the City which, upon inspection, is found deteriorated below the required minimum as approved by the City.
- e. Priority Pole: A pole that is in need of immediate attention (restoration or replacement); usually has average shell of one inch or less than one-third of its original circumference. The location of priority poles will be reported to the City's representative daily.

B) DATE COLLECTION

The Contractor is to provide a user-friendly interface for viewing pole inspection and treatment data together with related information such as digital photos and GPS locations. Interface should include both tabular and geographic views.

The interface is required to offer search and report options that allow the user to isolate individual assets and entire categories – for example, pole height, pole by class, pole condition etc and allow the user to isolate individual assets and view/report/distribute detail information on condition, maintenance performed, attributes, and other targeted information. It should permit users to export data from the application into third party applications such as databases and ARCGIS.

This application should be supported by documentation such as user guides and help files. Scheduled technical support and a formal product upgrade path should be included in the product offering and proposal.

C) POLE RECORDS (preconfigured reports must be included in software)

1. Pole Inspection Detail Reports

This report shall provide individual pole information for all City poles inspected during the week by an individual foreman. It shall be provided no more than one week after the work is performed. All information listed below shall be contained in this report.

Heading:

- Utility's Name
- Contractor's Name
- Date of Work
- Foreman's Name
- Page Number

Report Content:

• Pole Year if readable • Pole Class • Pole Height
Column headings should be available to mark the appropriate item or items performed on each pole. Include the categories listed below:

- Sound and Bore
- Visual
- Partial Excavate
- Sound and Bore Reject
- Visual Reject
- Partial Excavate Reject
- Company that Performed
- Initial Treatment
- Fumigant

Remarks and Note section should spell out words instead of abbreviating them. Remarks section should be capable of describing all decay conditions as well as maintenance items which should be noted.

2. Weekly Inspection Summary

This report shall summarize an individual foreman's work for a specific week or a specific job. It shall provide the total number, percentage and cost of all items and inspected categories.

3. Poles Needing Maintenance Work Summary

This report shall summarize poles needing maintenance work for any individual week or total project.

- Class
- Height
- Location
- Maintenance Required
- Year

4. Poles Reject Summary

This report shall summarize all rejects found for an individual week. It shall be attached to the appropriate POLE INSPECTION DETAIL REPORT each week. The report shall list the following information:

- Class
- Year
- Height
- Inspection Date
- Location
- If Restorable and recommended method

5. Year to Date Inspection Summary

This report shall provide company-wide totals, percentages and cost of all repaired items, installations, inspection, and treatment categories. The total contract expenditures as well as the average cost per pole shall be calculated on this report. This report shall be provided on a weekly basis.

6. Delivery of Data in ESRI Shape files

Any data collected during inspection activities should also be delivered in ESRI shape files. Shape files should contain all inspection data, including a linked digital image and GPS coordinates. The Contractor will be expected to provide documentation of the data architecture as the City is not specifying a pole inspection schema.

D) INSPECTION

1. Preparation

When work is to be done in close proximity to a home, the property owner should be notified as to what is being accomplished. Property denial access will be indicated in the remarks column on the pole report. Contractor will not

inspect or perform work on poles inaccessible by acts of God or by any causes approved by the City to be beyond the control of Contractor. Reason for the lack of inspection will be noted in the remarks column of the pole report.

2. Above-Ground Inspection (Visual)

A visual inspection of all poles shall be made from ground line to the top of the pole. The following visible defects will be noted: split tops, decayed tops, broken insulators, rotten/broken crossarm, slack/broken guy wires. If the pole is obviously not suited for continued service due to serious defects, it shall be reported per the following:

- a. Not be tested further and simply be reported and marked on the inspection form as a reported reject.
- b. The pole may be sound and bored to determine whether or not it is a priority pole and be reported on the inspection form as a sound and bore reject.
- c. All poles visually inspected will have a 3-5 meter GPS Location with Digital Image attached to the pole record.

3. Partial Excavation

All poles that pass the above ground visual inspection that are more than 15 years old shall be partially excavated on one side of the pole to a depth of 12" inches. (exceptions include poles in pavement. These poles will be Sound and Bore inspected.) The pole will be sounded and bored according to No. 4 and 5 and the pole surface will be checked for signs of external decay.

- a. If no surface decay is suspected and the borings indicate no internal decay, no further action is required. The partial excavation will be back-filled and compacted.
- b. If an internal void is present, the pole will be bored at least three additional times to help quantify decay, and the partial excavation will be back-filled and compacted.

4. Sounding

Poles shall be sounded from as high as the inspector can reach to the exposed ground line area in order to locate interior pockets of decay. Hammer marks should be visible to indicate that the area was sounded.

5. Boring

Inspector shall bore a minimum of two holes per pole with a 3/8" bit. Bore hole shall be located at 15" above ground line and should be drilled at a 45-degree angle to a depth of the center line of the pole. A shell thickness indicator shall be used to detect the existence and extent of decay. Bored holes shall be plugged with tight-fitting treated wood dowels.

E) EVALUATION

1. Determining Minimum circumference

Measure the minimum circumference at or below ground line wherever the least sound wood is present. Make adjustments in circumference to account for external decay pockets and internal decay in accordance with loading tables approved by the City. Check effective circumference against loading tables approved by the City (pole circumference calculator unless otherwise specified). Poles below minimum circumference shall be rejected, and so marked in the field and reported. Poles with heart rot with a shell thickness less than the above specified minimum will be rejected. Poles with a minimum shell of 1 inch or 33% of original circumference or less will be designated a "Priority Pole" and reported to the utilities designated contact daily.

2. Determining Reinforce able candidates

When the initial inspection results in the rejection of pole, the pole shall be marked for replacement or reinforcement. The following inspections shall be performed to determine if the pole is reinforceable.

- a. The pole shall be sounded thoroughly concentrating on the zone fifteen inches (15") to 5 feet (5') above ground line.
- b. A minimum of two 3/8-inch diameter borings shall be made at 15 inches above ground line, to determine the average shell thickness at this level. The first boring shall be made perpendicular to the line of lead. A second boring shall be made opposite (180 degrees) from the first boring, whenever possible. Additional borings shall be made, as necessary. If the average shell thickness, at 15 inches, is two inches or greater, the pole is a candidate for reinforcement. Poles with less than two inches of average shell, at 15 inches above ground line, can be reinforced if they have an average shell thickness of two inches or greater at 26 inches.
- c. If it was necessary to go to 26 inches or 6 feet to obtain the required shell thickness, a notation will be made in the pole record.
- d. All inspection holes shall be plugged with 7/16" diameter treated wood dowels.

F) RESTORATION OF WORK SITE

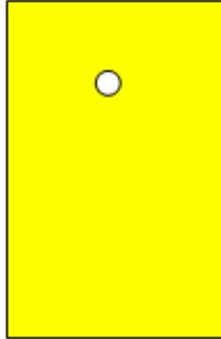
1. Clean-up

No debris, loose dirt, etc., is to be left in the pole area. Private property turf, including that between curb and sidewalk, bushes, and plants, and shrubbery are to be replaced with care. If any preservative is released on the ground, it shall be immediately clean up. All containers shall be disposed of according to approved environmental practices.

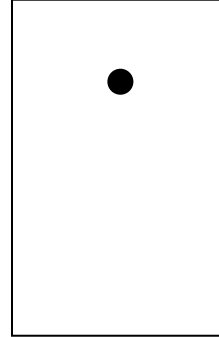
G) POLE MARKING

1. Tagging

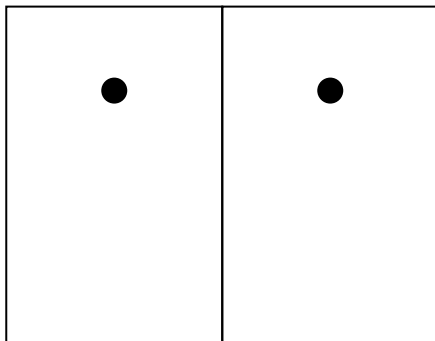
A separate random number tag will also be applied to the pole at approximately 6 foot above ground facing the roadway or most visible position on the pole. This tag is to be included in both the visual and partial excavated units. A sample is to be supplied with the proposal.



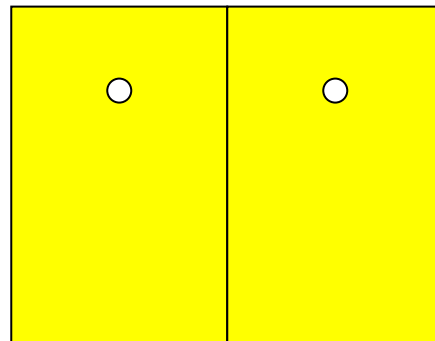
One Yellow Reject tag is used to denote a pole that is a reinforceable reject.



One White or Silver tag is used to denote a pole that is a non-reinforceable reject.



Two white tags for non-reinforceable priority poles.



Two yellow tags for reinforceable priority poles.

H) WORK SCHEDULE

Contractor must supply a schedule outlining the number of crews proposed to complete work along with start dates and completion dates.

I) INVOICING

Contractor shall furnish the City with data on a weekly basis. Billing will be itemized.

J) INSURANCE REQUIREMENTS

Contractor shall obtain and maintain throughout the life of this contract the following insurance, at contractor's expense. Contractor shall provide insurance of the following types and in the amounts stated prior to commencing operations. The City shall be named as additional insured on all policies.

1. Worker's Compensation: The successful bidder, referred to as the Contractor

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

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

3. Coverage Required: The kinds and amounts of insurance required are as follows:
 - a. Commercial General Liability Insurance: A Commercial General Liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

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

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

 - c. Worker's Compensation Insurance: Worker's Compensation

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

- d. Increased Limits: During the life of the Contract (agreement) the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

CITY OF GALLUP
RFP NO. 2019/2020/04/P

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
- Cost Proposal (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. 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 Pole Inspection Experience	25
2 GPS Experience	25
3 Ability to Provide Shape Files	15
4 Similar Projects complete w/References including las five (5) projects.	15
4 Cost Proposal (to be submitted in a separate sealed envelope)	20

The Offeror with the lowest cost will receive a total of 20 points. Each succeeding offer will receive a quota of points computed as follows:

$$\frac{\text{Lowest Offer (\$)}}{\text{Higher Offer (\$)}} \times 20 = \text{Points}$$

Price Evaluation

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.

CITY OF GALLUP
RFP NO. 2019/2020/02/P

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. All times provided are local times.

Activity	Date
Issue RFP	January 5, 2020
Deadline to Submit Acknowledgment of Receipt of RFP Solicitation	January 17, 2020 at 5:00 pm
Deadline to Submit Questions	January 17, 2020 at 5:00 pm
Final Amendment Issued by to Respond to Questions Received	January 20, 2020 at 5:00 pm
Proposal Due Date	January 28, 2020 at 2:00 pm
Presentations (if required)	TBD
Recommendation for Award	February

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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. 2019/2020/04/P
Amendment No.'s XX XX
Contractor's response to RFP No. 2019/2020/02/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 _____, 2020 to _____, 2021 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: John Wheeler
Executive Director of Electric
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