

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Qualifications/Proposals at 2:00 am (p.m.), June 20, 2018, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

CLOTHING & FOOTWEAR

Proposal Forms and Specifications may be obtained from the following location:

1700 N GRAND AVE
LAS VEGAS, NM 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: CLOTHING & FOOTWEAR, Opening No. 2018-23; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

The City of Las Vegas reserves the right to reject any/or all proposals submitted.

CITY OF LAS VEGAS,

Ann M. Gallegos
ANN M. GALLEGOS, INTERIM CITY MANAGER

David J. [Signature]
CITY ATTORNEY

Cassandra Fresquez
CASANDRA FRESQUEZ, CITY CLERK

Tana Vega
TANA VEGA, INTERIM FINANCE DIRECTOR

Helen Vigil
HELEN VIGIL, PURCHASING OFFICER

Opening No. 2018-23

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5/25 2018
5/25 2018
5/25 , 2018

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (_____) _____

FAX NUMBER (_____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): CLOTHING & FOOTWEAR

THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____ }

} ss

COUNTY OF _____ }

I, _____ of lawful age, being of first duly sworn in oath, say that] am the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature

Subscribed and sworn to before me, this _____ day of _____, 20_____.

(SEAL)

Notary Public Signature

My Commission Expires: _____

AWARDED PROPOSAL

Awarding of proposal shall be made to the responsible offeror whose proposal best meets the specification. The City of Las Vegas (City) reserves the right to reject any or all proposals submitted.

TIMETABLE

Proposal pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: June 30, 2018; 2:00 p.m.; at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for: _____, 2018. The successful offeror will be notified by mail.

ENVELOPES

Sealed proposal envelopes shall be clearly marked on the lower left-hand corner, identified by the Proposal Name and Opening Number. Failure to comply with this requirement may result in the rejection of the submitted proposal.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-199 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978) states that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. (Section 30-24-2 N.M.S.A. 1978) it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition (Section 30-41-1 through 30-413, N.M.S.A. 1978) states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

RESPONSIBILITY OF OFFEROR

At all times it shall be the responsibility of the offeror to see that their proposal is delivered to the City Clerk by the Date and Time scheduled for the opening. If the mail or delivery of said proposal is delayed beyond the scheduled opening date and time set proposal will not be considered.

NON-COLLUSION

In signing of their proposal and affidavit the offeror certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition in connection with the submitted proposal.

CLARIFICATION OF PROPOSAL

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in the proposal request at least five (5) days prior to the scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only; including any Opening Dates or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

A proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their proposal. Prior to the scheduled time and date of opening, proposals submitted early may be withdrawn but may not be re-submitted.

APPLICATION OF PREFERENCE

Pursuant to (Section 13-1-21 and 13-1-22, N.M.S.A. 1978), any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certificate Number (issued by N.M. State Purchasing); with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, offerors shall provide their Federal Tax ID Number if offeror is incorporated. If offeror is a sole proprietorship or partnership, then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: _____
SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under; (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

SPECIAL NOTICE

Proposals will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposals are not public record to other offerors or interested parties before the negotiation or awarding process.

The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION

Pursuant to the City of Las Vegas Purchasing Rules and Regulations (section 6.7); discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal. Negotiations of price will be done after all evaluation criteria have been met.

CONTRACT

When the City issues a purchase order in response to an awarded proposal, a binding contract is created (unless a specific contract has been created).

TAXES:

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts Tax in the City of Las Vegas.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. 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 state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

The following definitions apply:

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

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

"Prospective contractor" means a person who is subject to the competitive sealed proposal

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

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)

**REQUEST FOR PROPOSALS FOR CLOTHING & FOOTWEAR
FOR THE CITY OF LAS VEGAS**

INTRODUCTION

The purpose of this Request for Proposal (RFP) by the City of Las Vegas is to solicit sealed proposals from interested Offeror(s) to provide the City with clothing and footwear (uniforms) for purchase (not rentals).

A. BACKGROUND

The City is a municipality form of government entity located in Las Vegas, New Mexico. The City provides services for water, waste water, natural gas, solid waste, public works, parks and housing services. The City of Las Vegas manages a work force of approximately 300 employees responsible for providing government services to our citizens. Each city department then has a role on how services are provided to the citizens.

B. SCOPE OF WORK

The City of Las Vegas is seeking an exclusive direct clothing and footwear purchase or work apparel vendor that can supply approximately 250 City Employees, both men and women, with new quality clothing and foot wear (work shoe). Clothing should include but not limited to polo shirts, button-down shirts, light weight/winter jackets, hoodies, trousers, bib/full coveralls. Foot Wear should be OSHA standard, safety toe. The City is interested in purchasing items only and will not consider rentals.

1) CLOTHING/FOOT WEAR SPECIFICATION

In lieu of providing clothing specifications, the City intends for each Offeror to provide the City with a percentage discount off of catalog (or listed) pricing. Clothing sizes should include women/men. Sizes range from small, medium, large up to 5X, also to include woman's petite, average, and tall sizes. Foot Wear (work shoe) men and women sizes. All apparel and foot wear shall be new. They shall be free of defect in material and workmanship.

2) QUANTITY

Approximately 250 city employees will fall under this contract requiring uniform purchases. Purchase will include five (5) trousers, five (5) embroidered shirts, one (1) winter jacket or light weight jacket, or hoodie, one (1) pair of full or bib coveralls and one (1) pair of safety toe footwear. Bulk of this purchase will be during the initial onset of the contract. Thereafter, purchases will be random for purpose of replacements or new hires on an as needed basis throughout the year. It is also further understood that the City shall not be obligated to purchase or pay for any product(s) covered until ordered and received in good condition by the City. The City may increase or decrease the number of uniforms (or qualifying employees) as deemed necessary. No minimum order quantity of products shall be required under this contract.

3) CITY LOGO & EMBROIDERY

The City logo sample is included in this RFP as an Attachment

All shirts must be embroidered with employee's name over left side pocket and the City of Las Vegas logo and Department embroidered on the right. Embroidery shall be embroidered directly onto garment and not on a patch. Embroidery to be in gold colored thread.

4) SAMPLES

Samples must be provided in different sizes for fitting purposes regardless of color at no cost to the City of Las Vegas. Samples will be returned to Offeror(s). City will not be held responsible for damage caused to samples during fitting process. Offeror(s) must include a UPS/Fed-Ex Pickup Slip, postage or other acceptable mode of return, samples must be labeled with offerors information.

A sample of the embroidery must be submitted for approval prior to embroidering on shirts at no additional charge to the City.

5) QUALITY OF CLOTHING

Offeror(s) are hereby informed that clothing shall be first quality, no irregulars.

6) CATALOGS

Each Offeror(s) shall submit with their proposal submission, catalogs, descriptive literature, designs, and other necessary information to fully describe the material or apparel proposed to be furnished. The catalog shall include or be accompanied by a detailed sizing chart for items included in the catalog.

7) ELECTRONIC CATALOGS SERVICE & TRAINING

The awarded Offeror(s) may elect to offer on-line catalog ordering service. Access to this service must allow city to purchase any item listed in the vendors standard supply catalog at the applicable contract price. The Offeror(s) shall provide end user training when requested by the city. The training may be on an individual or group basis for only designated employees per department of the City of Las Vegas.

8) WARRANTY

The Offeror warrants that all goods and services furnished to the City shall be in accordance with specifications and free from any defects of workmanship and materials. Goods furnished to the City shall be merchantable and fit for the City's described purposes and that no governmental law, regulation, order or rules have been violated in the manufacture or sale of such goods

The Offeror shall provide information on a return and refund policy which shall include embroidered and non-embroidered items. If an article of clothing is delivered damaged or is a different item/size/color/etc. than that requested by the City and City notifies Offeror(s) within thirty (30) days after delivery is received and accepted then corrections, repairs or replacement shall be provided by Offeror at no additional charge

9) PRICING

Offeror(s) shall provide pricing as discount off of catalog price. Offeror(s) shall include any additional optional cost in their proposal for things such as alterations, sizing, oversize and tall sizes, etc.

Offeror shall also include pricing for embroidery. Pricing shall be the same for all embroidery.

10) BILLING

The following information shall be provided on the invoice: Purchase Order Number, Department Name, Employee's Name, description of supplies, quantities, unit price and extended totals. Invoices with incorrect and/or missing information shall be returned to the Offeror for correction prior to payment. The City will not pay late fees for invoices delayed due to incorrect or missing information.

11) PACKAGING OF ORDERS

The City will order clothing specific to an individual employee. This information will be provided to the vendor by the City on an order form (provided by vendor) with the employee's name, purchase order number and the Department name. The Offeror will individually package and tag/label the items associated with each employee, identifying the employee for whom the order is intended. Delivery tickets or shipping statements shall show the quantity, part number, unit prices, total price, and employee name(s), department.

12) ITEMS ON BACK ORDER/UNAVAILABLE

It is the responsibility of the Offeror to notify the ordering department immediately upon notification that an item is on back order. The Offeror(s) shall state the reason for the back order and the date the department can expect delivery. At this time the department will make the determination to wait for the item or cancel it.

13) DELIVERY TERMS

All shipments are made direct to each ordering department/facility. F.O.B destination with shipping charges pre-paid. Partial delivery will not be accepted for any item unless prior arrangements have been made with the appropriate department. Delivery for all clothing and foot wear SHALL be within thirty (30) days after receipt of order.

Offeror(s) are required to identify which size they consider "CUSTOM" SIZES AND WILL REQUIRE A LONGER SHIPPING TIME. This information must be submitted with the bid.

14) VENDOR RESPONSIBILITY

The City will enter into a contract with the successful Offeror(s). The successful Offeror(s) shall be responsible for all products and services as required by this RFP. Offeror bidder must guarantee clothing & foot wear within a reasonable time frame (waiting period shall not exceed one (1) month)

15) PRODUCT SUBSTITUTION

If a manufacturer discontinues a garment or footwear specified in this contract, during the period of the contract, the Offeror will identify another garment or footwear of equal or greater quality for substitution (with the approval of the City)

16) PRE-PROPOSAL MEETING

No pre-proposal meeting will be held for this solicitation.

QUESTIONS

For clarification of proposal please refer to page 3 of proposal section "CLARIFICATION OF PROPOSAL".

CONTRACT TERM

The subsequent contract will be for a one year (1) term with the anticipated contract(s) start date July 1, 2018 through June 30, 2019 with the option to extend for a period of three(3) additional years on a year to year basis by mutual agreement of all parties at the same price, terms and conditions. The cost(s) will remain firm through the initial contract term and will include all charges that may be incurred in fulfilling the requirement of this initial contract. Any subsequent renewal terms will begin on July 1 of that calendar year.

Changes in cost for any renewals will be based on mutual agreement between both parties. For any pricing increases the contractor will need to provide written justification and documentation to support such request. For pricing increases, the contractor must send a written request at least 30 days in advance of the contract ending date.

PROPOSAL REQUIREMENT

The proposal shall provide information necessary for The City of Las Vegas to evaluate the qualifications, and expertise of the proposing firm to provide uniforms for purchase and use by the City of Las Vegas Employees.

The Offeror is to make a written proposal which presents an understanding of the work to be performed. The proposal should demonstrate and provide evidence that the Offeror has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. The Offeror shall ensure that all information required herein is submitted with proposal. All information provided should be verifiable by documentation requested by the City of Las Vegas. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Proposals shall be signed by an authorized representative of the Offeror.

In order to enhance the evaluation process and provide each firm an equal opportunity for consideration, adherence to a standardized technical proposal format is required. Responses should be as thorough and detailed as possible so that the City may properly evaluate the firm's capabilities to provide the required services.

SPECIFICATIONS

The specifications are used to establish the minimum acceptable standards for items the City of Las Vegas intends to purchase. Styling, design and color selection availability is essential to this contract.. The approved brand is intended to establish the minimum level of quality, design or composition for items that will be acceptable by the City of Las Vegas. Bid based on manufactures other than specified in the Request for Proposal (RFP) must be clearly identified as such, and bidders must include detailed fabric and feature/construction specifications for each article with the bid. In the event that an apparent low bidder proposes an alternate, the burden of proof to demonstrate equivalency by samples, technical specifications must be provided.

The City of Las Vegas shall be the sole judge as to whether or not items submitted meet specifications and whether or not items being bid are equal. Failure of the delivered uniforms to be of the same quality of the approved sample shall completely release the City of Las Vegas from any or all contractual obligations to the successful Offeror(s), his/her agents, or his/her dealers. This shall enable the City of Las Vegas to purchase from whosoever the buyer pleases, without obligation or restrictions on the manner of purchasing.

BIDDING

Offerors are invited to bid on individual or all lots.

BID ITEM	DESCRIPTION	PRICE PER ITEM	
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Lot 1

WOMEN

MEN

TROUSERS

A. Levi 517 or Equal	_____	_____
B. Levi 550 or Equal	_____	_____
C. Levi 501 or Equal	_____	_____
D. Wrangler 936 DEN or Equal	_____	_____
E. Wrangler 31 MWZDN or Equal	_____	_____
F. Carhart Double Knee or Equal	_____	_____
A. Bib	_____	_____
B. Full Overalls	_____	_____
C. Coveralls (lightweight)	_____	_____

SPECIFICATIONS:

TROUSERS: 100% rugged cotton, prewashed, stonewashed, preshrunk, heavyweight denim, zipper or button fly. Color to be denim blue, indigo blue, or black (to include women and petite sizes).

COVERALLS: Insulated with 4 or more oz. of polyester fiberfill, quilted to a nylon tricot lining. Coveralls intended for use over work clothes. Coveralls should have side leg zippers, two pockets with direct access to trousers and to be either Bib or Full overalls. (Include women's and petite sizes)

BID ITEM	DESCRIPTION	PRICE PER ITEM	
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Lot 2

WOMEN

MEN

SHIRTS

A. Snaps or Buttons
Work Shirts/Denim
Long and short sleeves

B. Polo Shirts
Long/Short Sleeves or Equal

JACKET

A. Winter

B. Light Weight Jacket

C. Hooded Fleece Jacket

SPECIFICATIONS:

SHIRT: Shirts to be 100% cotton or 65% polyester/35% cotton. Indigo Vertical Dobby, buttons/snaps, long or short sleeves, with button down collar. Straight back yoke with center box pleat and three buttons adjustable cuff and should be pre-washed for comfort. Shirt should have left front chest pocket with button closure. To include employees name embroidered over left side pocket and the City of Las Vegas logo and department embroidered on the right. Embroidery to be in gold colored thread. (Include women's and petite sizes).

POLO SHIRTS: Polo shirts are to be 5.7 oz. 100% cotton or 65% polyester/35% cotton. Colors to be in navy blue or black. To include employees name embroidered over left side pocket and the City of Las Vegas logo and Department embroidered on the right. Embroidery to be in gold colored thread. (Include women's and petite sizes).

JACKET: Jacket to be standard length with waistband and cuffs. It needs to be heavyweight 12oz. 100% cotton or 7.25 oz 65/35 poly/cotton twill. Jacket should be water repellent, wind and rip resistant. Jacket should be lined with black brushed tricot quilted to form inner lining, zipper front hand warmer pockets. Jacket should be available with or without drawstring hood. Jacket to be available in colors: brown, navy blue or black. (Include women's and petite sizes).

LIGHT WEIGHT JACKET: Jacket to be standard length with waistband and cuffs. It needs to be water proof, 100% polyester, shell jacket with mesh lining features a vented back for breathability, zipper front. Jacket should be available with or without drawstring hood. Jacket to be available in colors brown, dark blue and black. (include women's and petite sizes).

HOODIE STYLE JACKET: Jacket to be water proof/repellent. It must include a hood and front pockets. It must be available as a pullover or with a front zipper and be charcoal gray in color.

BID ITEM	DESCRIPTION	PRICE PER ITEM	
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Lot 3

WOMEN

MEN

BOOTS

A. Lace up

B. Pull up

SPECIFICATIONS:

BOOTS/FOOT WEAR: Boots/Foot Wear to be top quality soft glove leather, or a smooth leather and Cordura mixture or equal. Sole needs to be oil resistant lightweight polyurethane outsole. Cambrelle vamp lining or equal. Poly foot insole should be removable. Boots/Foot Wear to be safety toe (steel or composite) and meet OSHA standards. Boots/Foot Wear to be either laced or slip on. Color to be brown or black. Sizes shall be available in men's and women's sizes ranging from 6-16 AAA though EEE.

EVALUATION SHEET

OFFERORS:
 Proposal must address each of the following criteria.

RATING SHEET FOR: Clothing and Foot Wear RFP Services		
Offeror: _____		
ITEM	POSSIBLE POINTS	POINTS AWARDED
1. Personal/Personnel Experience		
2. Capacity and Capability		
3. Past Record of Performance		
4.		
5.		
TOTAL	<u>100</u>	

EMBROIDERY SAMPLE



CITY OF LAS VEGAS

DEPARTMENT

**EMROIDERED
ON RIGHT SIDE**

EMPLOYEE NAME

**EMROIDERED
ON LEFT SIDE**