

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2:00 am/pm, Dec 16, 2020, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

DIESEL REPAIR SERVICES FOR THE CITY OF LAS VEGAS DIESEL FLEET

Proposal Forms and Specifications may be obtained from the following location:
City Clerk's office at 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 **DIESEL REPAIR SERVICES FOR THE CITY OF LAS VEGAS DIESEL FLEET**

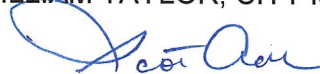
Opening No. 2021-09 ; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening 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.

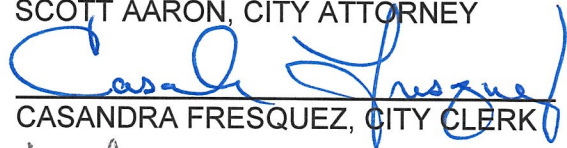
CITY OF LAS VEGAS,



WILLIAM TAYLOR, CITY MANAGER



SCOTT AARON, CITY ATTORNEY



CASANDRA FRESQUEZ, CITY CLERK

11-17-20
JESUS BAQUERA, FINANCE DIRECTOR



HELEN VIGIL, PURCHASING OFFICER

Opening No. 2021-09

Date Issued: Nov 18, 2020

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OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (_____) _____

FAX NUMBER (_____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): **DIESEL REPAIR SERVICES FOR THE CITY OF LAS VEGAS DIESEL FLEET**

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

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____ }

COUNTY OF _____ }

I, _____ state under penalty of perjury that I am at least 18 years old, and am of 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: Dec 16, 2020; 2:00 am/pm 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: _____, 2021. 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 30-24-1 and 30-24-2, 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, and it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition Section 30-41-1 through 30-41-3, N.M.S.A. 1978 state 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, this 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.

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.

APPLICATION OF PREFERENCE

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 the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of 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 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.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“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.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth

in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

REQUEST FOR PROPOSALS

DIESEL REPAIR SERVICES FOR THE CITY OF LAS VEGAS DIESEL

The City of Las Vegas wishes to establish a RFP to provide Diesel Vehicle/Equipment Maintenance, Repairs, Parts, Materials, Emergency Repairs and Towing Services, Warranty and/or labor of/on diesel vehicles/equipment that can be used by The City of Las Vegas. User agency diesel fleet consists of diesel vehicle and heavy equipment vehicles.

SPECIFICATIONS:

The City of Las Vegas includes the following Diesel Vehicle/Equipment Repair, Maintenance, Preventative Maintenance, and Emergency Repair, Towing, Tire Repair/Install Services and Body parts:

- All maintenance and repairs will be professionally diagnosed. Repairs and/or adjustments will be performed by only trained and/or certified (ASE, etc.) diesel mechanics.
- Perform Annual/Day to Day DOT Inspections to ensure all parts and components are in good working conditions, repairs to include part and accessories on diesel vehicle/equipment
- Must have an "On Call" person for after hours, holidays, and/or emergency repairs.
- All preventative maintenance to diesel vehicles/equipment shall be in accordance with the manufacturer's or departments specifications and maintenance schedules. It is expected that awarded vendors are able to perform services without voiding existing warranties.
- City of Las Vegas Diesel Fleet oil changes, lubrication, and associated services. At a minimum an oil change will include lube, new oil, new oil filter, top off coolant up to ¼ gallon, top off brake fluid, top off power steering fluid, top off all differentials, check transmission and transfer case fluids.
- Emergency repairs to include tire repair/installation, body parts (fenders, bumpers, windshields, interior seats, door/window handles, mud flaps, any repair to make the vehicle/equipment safe on the road) to the diesel fleet. Must have prior approval from department directors.
- Emergency towing of diesel vehicles/equipment will occur with prior approval from department director. Most vehicles requiring towing services will be towed to the nearest approved maintenance/repair facility unless prior approval is provided to the wrecker service.
- Any job exceeding \$3,000.00 must receive prior approval from the contracting agency. It is the vendor's responsibility to contact the agency and obtain the approvals.
- Facility Ability to conduct work must be able to handle packer truck with bay access of 14' in height.

City of Las Vegas requires all manner of service pertaining to our diesel fleet. While these instances should be rare, there may be times when service is needed and will have to be outsourced; in that event the City of Las Vegas would require the assistance and recommendations of our selected services and repair center. The City of Las Vegas reserves the right to outsource and repair and maintenance as determined to be in the City of Las Vegas best interest by the Department Director.

Please provide a list of other options and services your facility can offer. Security of your grounds, certification levels your diesel mechanics and specialty diagnostic equipment.

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period(s) of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the City of Las Vegas at the same price, terms and conditions. This agreement shall not exceed four (4) years

Parts:

Parts will be billed at the maximum discount offered by the manufacturer or supplier. Cost for parts and supplies will be itemized separately on each invoice and will indicate list price minus amount discount offered. In cases where the manufacturer's current retail price or vendor's cost list is non-existent, the user agency will be billed at the actual cost to the vendor for such items. The user agency agrees to compensate the awarded vendor actual freight costs incurred in the procurement of "special order parts", which are not normally stocked items, provided that, authorization is granted by the user agency prior to the time of order.

Awarded vendor(s), upon request, shall furnish the department with a copy of the price schedule(s) and flat rate manuals, or relevant parts thereof, at no additional cost. Furthermore, the awarded vendor(s) shall insure that all work will be professionally diagnosed, and that maintenance repairs and/or adjustments will be performed only by factory trained and certified diesel mechanics and/or ASE certified mechanics.

Awarded vendor(s) shall have adequate manufacturers or commercially published repair and specifications manual(s) for all diesel vehicles/equipment.

Vendors bidding are cautioned that they must insure the user agencies that they have the capability and facilities to provide the services they are bidding. Vendors lacking the above may have their bid rejected or cancelled. The user agency reserves the right to inspect the prospective vendor's repair facility prior to and/or after making a recommendation of award, and anytime during the term of the agreement(s).

Awarded vendors agree to provide services in accordance with instructions contained in this or any associated/attached documents, and only against specific orders in which the City of Las Vegas (CLV) may place with the vendor during the term of this agreement.

Cost of repairs and supply of parts, for work other than that authorized by the user agency will not be paid for unless prior approval is granted by the user agency.

When applicable, all labor charges on the invoice will be broken down to indicate the number of hours consumed in performing specific tasks. All jobs quoted will be in conformance to national pricing guides such as those provided by All Data and Mitchell.

In the event that a prospective vendor is not certified to conduct all automotive repairs or specializes in a particular automotive system, it is necessary that the prospective vendor indicate the maintenance and repair of specific diesel systems on attached list.

Excluded Parts, Supplies and Labor

Body repair, fenders, bumpers, windshields, interior seats, door/window handles, mud flaps any convenience decorative items are not authorized to be purchased under this price agreement, only in case of emergency will it be allowed.

Taxes

Price shall not include state gross receipts tax or local option tax(es). Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user. Gross receipts or local tax applies to labor only. Taxes will only apply to the actual service provided and not the parts.

Total Compensation

Prices quoted herein represent the total compensation to be paid by the City of Las Vegas for goods and/or services provided. It is understood that the party providing said goods and/or services to the City of Las Vegas is responsible for payment of all costs of labor, equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to complete the work provided. The prices quoted herein include an amount sufficient to cover such costs.

Emergency

Notwithstanding the existence of this agreement, the City of Las Vegas and/or its political sub-divisions reserve the right to order any service, part or supplies required for emergency purposes from any party who can deliver such services, parts or supplies to meet the requirements of the user agency, without waiving or voiding any of the terms of this agreement.

It is the responsibility of the user department to utilize this agreement in the best interest of the City of Las Vegas. City could award to multiple vendor at City's discretion agreements will be awarded to bidders meeting all specifications.

The awarded vendor(s) shall perform all work and furnish all labor, materials, tools and appurtenances required to comply with the requirements of the awarded RFP by the City of Las Vegas.

The awarded vendor(s) shall comply with all of the terms and conditions contained herein and are hereby made part of this agreement. The submission of a proposal shall be considered as prima facie evidence that the bidder has familiarized himself with and understands the conditions under which this RFP shall be performed. No letter or stipulation submitted with a RFP shall alter the terms and conditions of this agreement.