

**REQUEST FOR BIDS**

The City of Las Vegas, New Mexico will open Sealed Bids at 2: 00 p.m., Jan 17, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:


**Building Materials & Related Supplies**

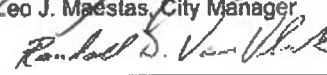
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: **City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701 or [www.lasvegasnm.gov](http://www.lasvegasnm.gov)**

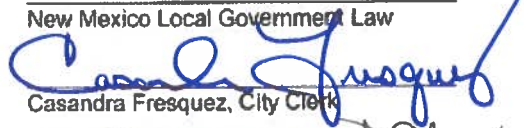
Mailed bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: **Building Materials & Related Supplies** Opening No. 2024/13; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

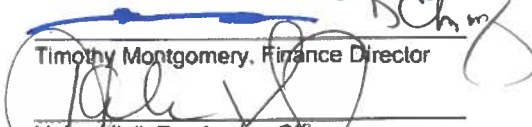
The City of Las Vegas reserves the right to reject any/or all bids submitted.


CITY OF LAS VEGAS

  
 Leo J. Maestas, City Manager

  
 Randall S. Van Vleet  
 New Mexico Local Government Law

  
 Casandra Fresquez, City Clerk

  
 Timothy Montgomery, Finance Director

  
 Helen Vigil, Purchasing Officer

Opening No. 2024-13

Date Issued: 12/19/2023

Published:	<u>Las Vegas Optic</u>	<u>Dec 22</u>	<u>2023</u>
	<u>Albuquerque Journal</u>	<u>Dec 22</u>	<u>2023</u>
	<u><a href="http://www.lasvegasnm.gov">www.lasvegasnm.gov</a></u>	<u>Dec 22</u>	<u>2023</u>

**BIDDER INFORMATION**

OFFEROR: \_\_\_\_\_

AUTHORIZED AGENT: \_\_\_\_\_

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

TELEPHONE NUMBER (\_\_\_\_\_) \_\_\_\_\_

FAX NUMBER (\_\_\_\_\_) \_\_\_\_\_

DELIVERY: \_\_\_\_\_

STATE PURCHASING RESIDENT CERTIFICATION NO.: \_\_\_\_\_

NEW MEXICO CONTRACTORS LICENSE NO.: \_\_\_\_\_

BID ITEM (S): **Building Materials & Related Supplies**

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

**AFFIDAVIT FOR FILING WITH COMPETITIVE BID**

STATE OF \_\_\_\_\_ }

} ss

COUNTY OF \_\_\_\_\_ }

I, \_\_\_\_\_, being of first duly sworn, state under penalty of perjury that I am at least eighteen years of age, and am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders 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: \_\_\_\_\_

## STANDARD BID CLAUSES

### **PROCUREMENT:**

The City of Las Vegas hereby invites competitive sealed bids for **Building Materials & Related Supplies** and other miscellaneous items as necessary to provide services or complete a project in Las Vegas, New Mexico.

### **AWARDED BID:**

Awarding of bid shall be made to the responsible Bidder whose Bid best meets the required specifications. The City of Las Vegas (City) reserves **the right to reject any or all bids, to waive technical irregularities, and to award the bid to the bidder whose bid it deems to be in the best interest of the City of Las Vegas.**

### **TIMETABLE:**

Bid 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: \_\_\_\_\_, 2023; 2:\_\_\_\_ p.m.; at which time all bids received will be opened and the bids will be read aloud publicly. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for **TBD, 2023**. The successful Bidder will be notified by mail. Any bid received after the above date and time will be returned unopened. The bidder shall assume full responsibility for the timely delivery of bid.

### **ENVELOPES:**

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

### **BRIBERY AND KICK-BACK:**

The Procurement Code (NMSA 13-1-28 through 13-1-199) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (NMSA 30-24-1 and 30-24-2) state 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. NMSA 30-41-1 through 30-41-3 include that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

### **NON-COLLUSION:**

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

### **RESPONSIBILITY OF BIDDER:**

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

### **CLARIFICATION OF BID:**

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the **Department** involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department. Any interpretation, corrections, or changes of said **Bid Specifications, Opening Date, or Time Change** will be made by Addendum only. Interpretations, Corrections or changes of said Bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

### **MODIFICATION OF BID:**

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the

Bidder. Resubmission **must be prior** to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

**WITHDRAWAL OF BID:**

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

**INSPECTION:**

Final inspection and acceptance will be made at the City's discretion. Products rejected for nonconformance with the specifications shall be removed by the Bidder, at his/her risk and expense promptly after notice of rejection.

**BOND REQUIREMENTS:**

For bids greater than \$25,000, Successful Bidder shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due.

**FEDERAL TAX IDENTIFICATION NUMBER:**

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership they 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.

**NEW MEXICO TAX IDENTIFICATION NO. (CRS):** \_\_\_\_\_

## **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

The Bidder shall submit a complete Campaign Contribution Disclosure Form Pursuant to NMSA 13-1-191.1, as amended.

### **COMMERCIAL WARRANTY:**

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. The Bidder agrees that prior to receiving payment, Bidder shall provide to the City written notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

### **SPECIAL NOTICE:**

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. **Enclose one (1) original and five (5) copies of Bid documents.** Failure to comply with this requirement may result in the rejection of the submitted Bid.

### **LABELS:**

Bidder is required to tab pages which include the following: Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list, Bid bond if applicable and total bid amount page.

### **DEFAULT:**

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provision of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include but are not restricted to acts of GOD or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City, this paragraph shall not be exclusive and shall be in addition to any other rights now being provided by law.

### **BID PROTESTS:**

If any bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, his/her opinion should be made known to the **Department** involved in this bid request at least fifteen (15) days prior to the scheduled bid opening date with a copy forwarded to the **Finance Department**. Bid protests will not be considered from parties who do not also furnish satisfactorily documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

### **NON-EXCLUSION:**

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, his/her opinion should be made known to the **Department** involved in this bid request at least five (5) days prior to the scheduled bid opening date, with a copy forwarded to the **Finance Department**.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably **with the bid** to avoid awarding delay.

**CONTRACT:**

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specific contract has been created).

**TERMINATION:**

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement **shall not** affect any outstanding orders.

**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.

**CITY OF LAS VEGAS**  
**BID ITEM (S): Building Materials & Related Supplies**

**Bidding Information:** The conditions and specifications set forth in the invitation to bid agree to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be submitted by the Offeror in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the City of Las Vegas, constitute grounds for rejection of the entire bid.

The City of Las Vegas herein understands that due to Nation Wide supply chain that all prices cannot be at a fix price due to the fluctuation of supply and demand. It is in the City's best interest to obtain store wide Building Materials and Related Supplies at a minimum of 5% discount of "store price" or at the Offerors discretion whichever is in the best interest of the City of Las Vegas.

The prices/ discount herein represent the total compensation to be paid by the City of Las Vegas for materials/ supplies. It is understood that the offeror providing said goods to the City of Las Vegas is responsible for payment of all costs of materials, related supplies, tools, federal taxes, permits, licenses, fees, and any other items necessary to complete provided services. The prices provided or quoted in this solicitation include an amount sufficient to cover such costs.

**GENERAL CONDITIONS:**

**CONTRACT PURPOSE:** The purpose of the contract is to provide the City of Las Vegas a means of acquiring the industrial and commercial supplies which are purchased repetitively. The categories of supplies required are listed on the "Form for Submission of Bid" in this document. This will be a **MULTI-VENDOR** contract award. The City of Las Vegas shall consider that there could be more than one source for the products they require and shall seek the best value purchase most appropriate for their needs. Departments should be able to document their choice and maintain justification for the Procurement Record to support both the selection of the vendor and the reasonableness of the price to be paid. Contracts resulting from this bid solicitation are non-exclusive. The bid is separated into eleven (11) Bid Items. Each Bid Item shall be considered a separable bid, and any responsible bidder shall be awarded only the Bid Item(s) for which the offeror has submitted. Bidders may bid on any or all of Bid Items at the minimum 5% discount store wide prices.

**Scope of Work:** Services to be provided by the Offeror (successful responder), subject to the City of Las Vegas Maintenance Inventory Supplies set forth herein are: General Hardware, Electrical, Heating & Cooling, Lighting, Plumbing, Construction Materials (concrete ready mix, concrete saw blades, spray paint etc.), Hand/ Power Tools, special ordered items to include but not limited to bulk concrete, salt & cinder for snow removal, base-course, gravel, and other General Interior and Exterior Building Materials including to but not limited to Lumber, nails, screws, and paint.

**Minimum Requirements:** All goods shall be new current production. Materials such as (but not limited to) electrical, plumbing, building, cleaners and/or lumber shall be of first line industrial quality with high usage expectancy and capacity.

**BID PRICES:** Bid prices shall be defined as a dealer cost plus. Net prices for stock items bid shall be inclusive of all shipping and handling charges, F.O.B. destination. The dealer cost plus percentage shall

remain constant for the entire period of the contract.

**WARRANTIES AND GUARANTEES:** The offeror guarantees that the products are new (or remanufactured to new specifications) with every unit delivered, guaranteed against faulty material and workmanship for the manufacturer's standard warranty period from date of delivery. If faulty, the unit or part affected is to be replaced without any cost to the City, including labor and transportation charges within ten business days.

**NON-EXCLUSIVITY:** The City of Las Vegas can purchase product(s) from sources other than the offeror provided that such product(s) are substantially similar in function, form or utility to the product(s) herein and are lower in price and/or available under terms which are more economically efficient to the City (e.g. delivery terms, warranty terms, etc.). Such purchases are subject to the State of New Mexico Municipal Law and local laws in regard to competitive bidding requirements.

**PERFORMANCE REQUIREMENTS:**

**ORDERS:** Offerors shall be capable of accepting quotes over the counter or via telephone and or email. All orders shall require a purchase order which shall be reference on the order confirmation and invoice. All orders shall be accepted by the contractor between the hours of 8:00 a.m. through 4:30 p.m. EST, Monday through Friday, except legal holidays. All orders processed shall be shipped to the specified destination within 24-48 hours after receipt of order with the exception of custom (non-stock) orders which must be provided within 10 business days after receipt of order or remain in contact with division. All orders shall be labeled and packaged adequately to assure safe handling and proper delivery.

**DELIVERY POINTS:** Delivery points shall be designated by the ordering agency.

**DISCREPANCIES:** The offeror shall resolve all order and invoice discrepancies (e.g., shortages, breakages, etc.) within five business days from notification.

**PRODUCT RETURNS, PROBLEM PRODUCTS:** Products returned because of quality problems, duplicated shipments, outdated product, etc. will be returned to the offeror within five business days and no restocking charge shall be applied. Product shall be replaced with specified products or the agency account shall be credited.

**PRICE LISTS AND CATALOGS:** Upon award, the successful bidders shall furnish current catalogs (if applicable), website or whichever the offeror can provide and any ensuing revised or up-dated versions thereof, to the City of Las Vegas – City Purchasing Department in the form of a book, disc, CD, or accessible web site which shall become a part of the contract. The vendor's name and address shall appear on all price lists. Where a price list shows more than one column of prices, the vendor shall clearly mark the column which represents the gross prices charged the City.

**CONTRACT TERM:** It is the intention of the City of Las Vegas to enter into a contract for the term of one (1) year beginning on the date of the contract. Either the Offeror or the City may unilaterally cancel the contract any time by providing written notification to the other party. This contract may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this contract **shall not** affect any outstanding orders.



CITY OF LAS VEGAS  
BIDFORM

**BID ITEM (S): Building Materials & Related Supplies**

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A. <u>General Hardware</u>	_____	_____	_____%
B. <u>Electrical Supplies</u>	_____	_____	_____%
C. <u>Heating &amp; Cooling Supplies</u>	_____	_____	_____%
D. <u>Lighting</u>	_____	_____	_____%
E. <u>Plumbing Supplies</u>	_____	_____	_____%
F. <u>Construction Materials</u>	_____	_____	_____%
G. <u>Hand/ Power Tools</u>	_____	_____	_____%
H. <u>Special Order Items</u>	_____	_____	_____%
I. <u>Interior &amp; Exterior Building Materials</u>	_____	_____	_____%
J. <u>Lumber</u>	_____	_____	_____%
K. <u>Paint and Paint Supplies</u>	_____	_____	_____%

**NOTE: Bids may be bid at a minimum of 5% discount of "store price" or at the Offerors discretion store wide on category. If need be feel free to attach other bid items to list if part of the building and related supplies categories.**

## 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)