



# City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | [lasvegasnm.gov](http://lasvegasnm.gov)

## Madam Mayor Tonita Gurulé-Girón

**CITY OF LAS VEGAS  
WORK SESSION CITY COUNCIL AGENDA  
April 10, 2019–Wednesday– 5:30 p.m.  
City Council Chambers  
1700 N. Grand Ave**

***(The City Council shall act as the Housing Authority Board of Commissioners on any matters on the Agenda concerning the Housing Department.)***

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. MOMENT OF SILENCE**
- V. APPROVAL OF AGENDA**
- VI. PUBLIC INPUT (not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. DISCUSSION ITEMS**

1. Award RFP #2019-6 to D.A.G. Enterprises for gasoline fleet repair services for the City of Las Vegas Police Department.

***David T. Bibb III, Chief of Police*** RFP #2019-6 to provide gasoline fleet repair services for the City of Las Vegas Police Department. One Offerer submitted a proposal, which was D.A.G. Enterprises of Las Vegas New Mexico. The Offerer met all requirements. This request is to award RFP #2019-6 to D.A.G. Enterprises.

2. Resolution 19-18

***Tana Vega, Interim Finance Director*** The City of Las Vegas is requesting increases/decreases to the FY2019 Budgeted revenues and expenditures for the Senior Citizens Center.

**VIII. EXECUTIVE SESSION**

**THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER OF ISSUES ARE EXEMPT FROM THE OPEN MEETINGS REQUIREMENT UNDER § (H) OF THE OPEN MEETINGS ACT.**

- A. Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**
- B. Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.**
- C. Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.**

#### **IX. ADJOURN**

**ATTENTION PERSONS WITH DISABILITIES:** The meeting room and facilities are accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office prior to the meeting so that arrangements may be made.

**ATTENTION PERSONS ATTENDING COUNCIL MEETING:** By entering the City Chambers, you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas Web-site, and to be televised on Comcast.

**NOTE:** A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office of the City Clerk, 1700 N. Grand Avenue, Las Vegas, N.M 87701

## Work Session

### CITY COUNCIL MEETING AGENDA REQUEST

**DATE:** March 11, 2019    **DEPT:** Police

**MEETING DATE:** April 10, 2019

**DISCUSSION ITEM/TOPIC:** Award RFP # 2019-6 to D.A.G. Enterprises for gasoline fleet repair services for the City of Las Vegas Police Department.


**BACKGROUND/RATIONALE:** RFP # 2019-6 to provide gasoline fleet repair services for the City of Las Vegas Police Department. One Offerer submitted a proposal, which was D.A.G. Enterprises of Las Vegas New Mexico. The Offerer met all requirements. This request is to award RFP # 2019-6 to D.A.G. Enterprises.

**THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.**

  
SUBMITTER'S SIGNATURE

**REVIEWED AND APPROVED BY:**

  
TONITA GURULE-GIRON  
MAYOR

  
ANN MARIE GALLEGOS,  
INTERIM CITY MANAGER

\_\_\_\_\_  
TANA VEGA, INTERIM  
FINANCE DIRECTOR  
(PROCUREMENT)

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID/RFP AWARD)

\_\_\_\_\_  
ESTHER GARDUNO MONTOYA,  
CITY ATTORNEY  
(ALL CONTRACTS MUST BE  
REVIEWED)



## City of Las Vegas

318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346



**David T. Bibb III**  
Chief of Police

**TO: City of Las Vegas, Certified Procurement Officer**

**Thru: David T. Bibb III Chief of Police**

From:   
Eric N. Padilla  
Commander

DATE: March 5, 2019

RE: Contract Award for Police Department Vehicle Maintenance

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I am writing this memorandum as a request to award D.A.G. Enterprises the Police Departments Gasoline Fleet Repair Services contract. The police department did send out request for proposals required by State of New Mexico Procurement code and State of New Mexico State Statute guidelines. There were plenty of opportunities for vendors to submit proposals to the City of Las Vegas as they were instructed to do by proper release of public information.

D.A.G Enterprises is a locally owned mechanic shop and has provided services for the police department for many years. D.A.G Enterprises was the only vendor to submit their proposals to the City of Las Vegas. After careful review and the request we asked specifically for. D.A.G Enterprises does meet our requirements for services for our gasoline fleet vehicles.

The department did meet with Mr. Diego Griego owner and operator of D.A.G. Enterprises on March 1, 2019. We came to a verbal agreement on a \$70.00 hourly labor rate. Therefore once again I am asking the City of Las Vegas award D.A.G Enterprises the police departments gasoline fleet maintenance contract.

XC: Marla Martinez, Finance Specialist  
File

AGREEMENT  
CITY OF LAS VEGAS  
**D.A.G. Enterprises**

**THIS AGREEMENT** is made and entered into by and between the City of Las Vegas, hereinafter referred to as the "City" and "D.A.G. Enterprises of N.M. LLC", hereinafter referred to as "D.A.G." Enterprises of N.M. LLC.

The City of Las Vegas is a Municipality in the State of New Mexico, as represented by the City Council. The Council's authorized representative to sign this Agreement is Ann Marie Gallegos, Interim City Manager.

IT IS AGREED BETWEEN THE PARTIES THAT:

**1. Scope of Work**

D.A.G. shall perform Gasoline Mechanical services on an as needed basis. D.A.G. must be an Automotive Service Excellence (ASE) Certified Gasoline Mechanic.

1. Perform Gasoline Fleet mechanical duties as assigned as a redundant solution. This does **NOT** include the following:
  - a. Oil Changes
  - b. Flat repairs
  - c. Vehicle alignments
  - d. Mount & Balance of tires
  - e. Rotation and balance of tires
  - f. Replacement of air filters
  - g. Purchase of tires
  - h. Towing of City Vehicles
2. Prepare necessary records pertaining to work performed.
3. Perform specialized Gasoline mechanical duties in the repair, inspection and routine maintenance of Gasoline Fleet.
4. Trouble shooting to include schematic diagnostic system.
5. Must provide a secure fenced and garage area for City owned Gasoline fleet and equipment.
6. Must have an "On Call" person for after hours, holidays, and/or emergency repairs.
7. Shall include itemized prices on all invoices. **All part warranty's must be provided with invoices.**

8. Provide on-site service when necessary either at City premises or Patrol Street.
9. Provide Gasoline services to other Departments within the City as required under the same terms.
10. Small gas engines to include: Generators and ATV's. D.A.G. at times may have to provide service or repairs onsite to machinery describes in this section.
11. Must be able to accommodate a minimum of five (5) fleet vehicles.

**Qualifications shall include the following:**

1. Work requires a practical knowledge and Automotive Service Excellence (ASE) certified of Gasoline Fleet Service & Maintenance.
2. Valid New Mexico Driver's License Class A.
3. Electrical schematic diagnosis training.
4. Certified to perform Gasoline Mechanical Inspection and provide cost estimate.
5. Must possess a valid City business license and tax identification number.
6. Must be within 10 miles of the City of Las Vegas.

**Contractual Terms**

The following contractual terms will be included in any Contract entered into by the City and D.A.G.:

**1. Funding**

This solicitation is subject to the availability of funds to provide this service. Payment and performance obligations for succeeding fiscal year shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.

**2. Term**

The term of this agreement shall be for a period of one (1) year. Due to the need for continuity of the Gasoline services, the term may be extended from year to year for a maximum of four (4) years, with the annual approval of the City Manager.

Sixty (60) days prior to the end of each year of the agreement, the City may, without stating a cause, give notice of its intention to terminate the contract. If no

such notice of termination is given, then the contract shall be submitted to the City Manager for renewal on a year to year basis for a maximum of four (4) years.

### **3. Termination**

This Contract may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. The written notice referred herein need not set forth reasons for any such termination. By such termination neither party may nullify obligations already incurred prior to the date of termination. The two parties may shorten this notice requirement only upon a written agreement. Should the D.A.G. default on the Contract, the City shall retain the right to terminate this agreement immediately.

### **4. Timeliness**

All work shall be performed on a priority basis (24-48 hours), as requested.

### **5. Communication with the City of Las Vegas**

D.A.G. shall be required to communicate and update City staff on the status of repairs.

### **6. Work Stoppage**

The City retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work.

### **7. Assign ability/ Subcontracting**

D.A.G. shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, D.A.G. shall be ultimately responsible to insure that the work is performed satisfactorily.

### **8. Scope of Contract**

This Contract incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this Contract.

### **9. Amendment**

This Contract will not be altered, changed, or amended except by a written document signed by the parties to this Contract.

#### **10. Registration**

All work shall be under the direction of an Automotive Service Excellence (ASE) Certified Gasoline Fleet Mechanic.

#### **11. Professional Standards**

D.A.G. agrees to abide by and perform its duties in accordance with the ethics of its profession and abide by all safety compliances mandated by the profession.

#### **12. Authority to Bind the City**

D.A.G. shall not have the authority to enter into any contract binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.

#### **13. Notices**

Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand delivery to the City Clerk's Office and/or department designee.

#### **14. Subject to other Documents**

This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinance are incorporated by reference into this agreement.

#### **15. Insurance**

D.A.G. must at all times hold General Liability insurance of at least \$1,500,000.00 per occurrence with a \$2,000,000.00 aggregate and list the City as an additional insured. Proof of Compliance with this insurance requirement is to be provided to the City upon execution of the Contract.

D.A.G. will be required to furnish insurance certification for the insurance required, upon exaction of this agreement.

#### **16. Conflict of Interest**

D.A.G. warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.



## **17. Method of Payment**

D.A.G. shall submit itemized monthly invoices and statements of work performed on behalf of each City Department. The City will pay the contractor within thirty (30) days of the City's receipt of an acceptable invoice. Invoices shall incorporate vehicle license plate numbers and include detail of hours worked and parts replaced, including warranty period for each repaired item. The City reserves the right to request additional documentation from the Contractor prior to paying any disputed portion of the invoice. The City reserves the right to audit this documentation at any time.

## **18. Penalties for violation of law**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, and City of Las Vegas Resolution number 07-41, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

## **19. Governing Law**

The law of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By executing this Agreement, D.A.G. acknowledges and agrees to the jurisdiction of the courts of the Fourth Judicial District including any and all lawsuits arising under or out of any term of this Agreement.

## **20. Indemnification**

D.A.G. will indemnify, keep and hold harmless the City of Las Vegas, its agents, officials, and employees, against all suits or claims that may be based on injury to persons or property that are a result of an error, omission, or negligent act of the Mechanic or any person employed by or acting on behalf of Mechanic.

**21. Warrant and Recall Work** The Contractor will administer all warranties for parts associated with management of the City's Gasoline Fleet.

## **22. Rework**

- a. All materials, parts, and workmanship furnished by the Contractor will be of high standards and free from defects and imperfections and meet all OEM standards and specifications. The Contractor will track and identify in its billings multiple repairs for the same deficiency on the same vehicle (rework) and will not bill the City any rework that occurs within the following timeframes:

- ❖ Engine and Transmission overhauls – 12 months or 12,000 miles

- ❖ Brake overhaul with the exception of excessive wear items such as pads, shoes rotors and drums- 12 months or 6,000 miles.
- ❖ Tune up- 12 months or 6,000 miles
- ❖ General Repair (excluding electronic components) 12 months or 6,000 miles
- ❖ All rework must be performed within 24 hours after City notification of corrective action, except for major component rework, the time allowed for which will be determined by the City.

### **23. RECORD KEEPING AND REPORTING:**

- a. A complete file will be maintained by the Mechanic for all maintenance and repair work done, including all contracted/commercial work. This folder will contain, by repair order number, all repair orders generated for the fleet. Upon prior notice by the city, the Mechanic will provide authorized City representatives with access at all reasonable times to all electronic, hard data and will provide the City cost verification for work. An annual report on repairs may be required. These records become the property of the City at contract termination or conclusion.

### **24. Compensation**

- a. The City shall pay D.A.G. in full payment for services satisfactorily performed at the rate of \$ 70.00 per hour plus parts as needed, and to include tax on labor only.
- b. D.A.G. must submit a detailed invoice accounting for all services performed and expenses incurred. City Representative must sign the invoice to indicate that work was complete. D.A.G. must provide a copy of receipt of purchase for parts from their supplier upon request. Upon certification by the City that the services have been received and accepted, payment shall be tendered to D.A.G. within thirty (30) days after the date of acceptance.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date of signature below.

**By:** \_\_\_\_\_  
**Ann Marie Gallegos, Interim City Manager**

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**D.A.G. Enterprises of N.M. LLC**

**Date:** \_\_\_\_\_

**Approved as to Legal Sufficiency:**

\_\_\_\_\_  
**Esther Garduño-Montoya, City Attorney**

**ATTEST:**

\_\_\_\_\_  
**Casandra Fresquez, City Clerk**

CITY OF LAS VEGAS  
RFP/BID/OPENING

DATE: 10-Jan-2019

OPENING NO.: 2019-06

TIME: 2:00 PM

DEPARTMENT: POLICE DEPARTMENT

LOCATION: City of Las Vegas Chambers  
1700 N. Grand Ave.  
Las Vegas, NM 87701

ITEM(S): GASOLINE FLEET REPAIR SERVICES FOR  
THE CITY OF LAS VEGAS POLICE DEPARTMENT

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1 D.A.G. Enterprises				✓	✓
2					
3					
4					
5					
6					

COMPANY REPRESENTATIVE	COMPANY NAME
1 [Signature]	Colt's Unintended
2 [Signature]	CLY Purchasing
3 Maria [Signature]	Las Vegas Police Dept.
4 Eric [Signature]	Las Vegas Police Dept.
5	
6	
7	
8	
9	
10	

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK:

[Signature]  
DATE: 1/30/19

COPIES TAKEN BY DEPT:

[Signature]  
DATE: 1/30/19

OPENED BY: FINANCE DEPARTMENT

[Signature]  
DATE: 1/30/2019

## REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Qualifications/Proposals at 2:00 pm, Jan 10, 2019 at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

### **GASOLINE FLEET REPAIR SERVICES FOR THE CITY OF LAS VEGAS POLICE DEPARTMENT**

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

City Clerk's Office @ 1700 N Grand Avenue, 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 **GASOLINE FLEET REPAIR SERVICES FOR THE CITY OF LAS VEGAS POLICE DEPARTMENT** Opening No. 2019-6 ; 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 MARIE GALLEGOS, INTERIM CITY MANAGER

Esther Garduno Montoya  
ESTHER GARDUNO MONTOYA, CITY ATTORNEY

Cassandra Fresquez  
CASANDRA FRESQUEZ, CITY CLERK

Tana Vega  
TANA VEGA, INTERIM FINANCE DIRECTOR

Helen Vigil  
HELEN VIGIL, PURCHASING OFFICER

Opening No. 2019-6

Date Issued: 12/14/2018

Published: LAS VEGAS OPTIC  
www.lasvegasnm.gov

Dec 19, 2018  
Dec 19, 2018

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

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

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

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

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

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

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

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

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

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

} SS

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

Signature

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

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: Jan 10, 2019 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: \_\_\_\_\_, 2019. 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 30-41-3, 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, 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.

#### 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 PROPOSAL**  
**FOR GASOLINE FLEET REPAIR MAINTENANCE SERVICES**  
**FOR THE LAS VEGAS POLICE DEPARTMENT**

**I. PURPOSE OF REQUEST.**

The City of Las Vegas Police Department ("PD") is requesting proposals for the selection of a primary vendor and location to furnish maintenance and repair services, to include all labor, parts and material necessary for the various classifications, types and makes/models of vehicles. Please note this would not be an exclusive maintenance contract. A list of existing city vehicles are attached herein as examples only. The number, make/model and composition may change without prior notice. Contractors located in the general areas of Las Vegas, within a ten (10) mile radius of the police department are preferred. The selection will be based on overall price, services, performance and reliability of the proposers. The PD needs are outlined in the following Request for Proposal ("RFP"). Please provide one (1) original and three (3) copies of the RFP.

**II. SELECTION CRITERIA.**

Criteria..... Weight    Given

1. Responsiveness of the written proposal .....40%  
To the purpose and scope of service,  
completeness and clarity of all required  
information and any supplemental  
information provided by Contractor that  
will demonstrate the quality of services.
2. Price.....50%
3. Ability, experience, financial resources.....10%  
and history of successfully completing  
contracts of this type, meeting  
projected deadlines and experience in  
similar work, location, the character,  
integrity, reputation, judgment and  
efficiency of the Contractor.

Total Criteria Weight..... 100%

Each proposal will be independently evaluated on Factors 1 through 3.

**III. SCOPE OF SERVICES**

The scope of service, operating procedures, and vehicles to be covered are attached herein as Exhibit A, B, and D respectively.

**IV. TERMS AND CONDITIONS.**

- A. The term of the contract shall be for a period of one (1) year from the initial date the contract is signed. The initial term may be extended from year to year through addendum for a maximum of four (4) years upon mutual agreement by all parties.
- B. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- C. The City reserves the right to award any contract to the next most qualified proposer, if the

successful proposer does not execute a contract within fifteen (15) days after award of proposal

- D. The City reserves the right to award all or a portion of the required services to more than one qualified contractor at the City's sole discretion.
- E. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City, and shall reflect the specifications in this RFP. It shall include requirements to comply with ADA, Civil Rights Act and EEP requirements.
- F. Prior to contract award, the City will meet with the Contractor to review procedures for invoicing, payment, reporting, if any, and clarification of services to be provided by terms.
- G. The Contractor should expect semi annual meetings with Police and City personnel to review service performance.
- H. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.
- I. The City reserves the right to perform unannounced site visits, interview staff and management, and test repairs prior to selection to determine, among other things:
  - a. Customer service responsiveness
  - b. Shop organization and operation efficiency
  - c. Response time

V. **COMPENSATION**

- A. Present detailed information the firm's proposed fee schedule for the specifications proposed and for any variation for the non-routine services, inclusive of New Mexico sales tax and any other applicable governmental charges. Provide specifics as to definitions of routine versus non routine tasks, what is fixed as opposed to variable, and how costs are adjusted according to that classification
- B. Payment by the City for the services will only be made after the services have been performed and accepted by authorized City representatives. The City requires that all its vendors have a Department of Treasury Internal Revenue Service Form W-9 on file with the City to accommodate payment. Itemized billings shall be submitted upon completion containing information specified by the City as described in Exhibit A under Repair Order. Monthly statements shall be submitted by the 30th of each month with a listing of all Repair Order Numbers, cost, and date identified. Payment will be made within thirty (30) days after receipt of an invoice. Discount periods must be extended if the billing invoice is returned for credit or correction.

**VI. RFP CONTENTS AND ATTACHMENTS**

1	This RFP .....
2	Exhibit A – Scope of Service .....
	Schedule A: Preventive Maintenance Schedule .....
3	Exhibit B – Operating Procedures .....
4	Exhibit C – Proposal Forms, consisting of
	I. Management Information .....
	II. References .....
	III. Supplemental Questionnaire .....
	IV. Facility Description .....
	V. Subcontractor List .....
	VI. Cost and Conditions .....
	VII. Proposal Pricing Work Sheet.....
5	Exhibit D – Vehicle List .....
6	Exhibit E – Sample of Maintenance/Labor contract agreement.....

## EXHIBIT A SCOPE OF SERVICE

### **GENERAL PROVISIONS**

The successful contractor must be able to perform diagnostic services, preventative maintenance and common repair services on vehicles and equipment that include, but are not limited to, brakes, suspension, heat/air conditioning systems, electrical systems, engine, etc. The City's preference is to have a primary Contractor that has the ability to perform all required services if possible.

This Request for Proposal is divided into vehicle manufactures, service items and sub-items to allow the award of more than one contract, if it is deemed to be in the City's best interest. The City of Las Vegas reserves the right to award all items and sub-items to one or more vendors, multiple items with sub-items to one vendor or in any manner deemed to be most advantageous to the City.

The Contractor must have the ability to provide required preventative maintenance and repair service listed in Section E (below) for the fleet listed on Exhibit D (page 17). Any exception including subcontracting must be noted in the response.

#### **A. Preventative Maintenance**

The City's vehicles are routinely driven in short distance; frequent start/stop; and long idle periods. The attached Schedule A (page 6) outlines preventative maintenance requirements due to the use conditions. The average annual usage is normally around 10,000 miles for administrative purposes vehicles and 16,000 Police patrol vehicles.

#### **B. Repairs and Maintenance**

- Provide service/repairs to all common mechanical and electrical systems as needed. Excludes oil changes, vehicle alignments, flat tire repair, mount and balance of tires, rotation and balance of tires, tire replacement, and air filters.

#### **C. Conditions on Required Services**

- 24-hour turn-around on common repairs excluding oil changes, vehicle alignments, flat tire repair, mount and balance of tires, rotation and balance of tires, tire replacement, and air filters.
- When a prior appointment has been made for routine maintenance, the turn-around time should be four (4) hours.

#### **D. Repair Order Content and Procedure**

The Contractor shall provide repair orders for all services provided containing the following information:

- Repair estimates with anticipated work to be performed, estimated completion time, and estimated cost signed by the city staff upon pick-up/drop-off. A confirming copy with final cost shall be delivered to City Police Departments Fleet Supervisor or designee upon completion of the work, and a billing copy shall be delivered to the City Police Departments Financial Specialist upon completion of the work.
- Actual work/cost above written estimate requires the Police Department Fleet Commanders approval prior to work start.
- Authorization of work by designated Police Department Fleet Commander or designee is required for all repair orders.
- Individual vehicle charges shall be submitted on separate repair orders for each service visit. The repair order must include:
  - a. Date work performed

- b. Vehicle and/or license #, make/model
- c. Vehicle mileage at time of service/repair
- d. Date in / date out / time completed

- e. Detail type of service, hours, material used, and cost associated with each.
- f. Officers name or Police Department personnel name.

- The Contractor guarantees and warrants that all material furnished and all services performed under said contract will be free from defects in material and workmanship and will conform to the requirements of this contract for a period of 120 days or 4,000 miles, whichever occurs first. The Contractor shall remedy all such defects at his/her own expense within one (1) working day after notification by the PD.
- Warranty repair orders need to be provided by the Contractor to the PD fleet supervisor or designee on all material and services covered by warranty.

**E. Hours of Operation**

The PD is active on a 24/7 basis and desires the most comprehensive hour coverage possible. Please identify normal business hours and emergency business hours if available.



# Las Vegas Police Department

## Vehicle Maintenance Record

### OFFICER ASSIGNMENT

\*Notice  
THIS FORM IS TO REMAIN IN VEHICLE

UNIT # \_\_\_\_\_ 1ST \_\_\_\_\_ START MILEAGE \_\_\_\_\_

YEAR \_\_\_\_\_ 2ND \_\_\_\_\_ START MILEAGE \_\_\_\_\_

MAKE \_\_\_\_\_ 3RD \_\_\_\_\_ START MILEAGE \_\_\_\_\_

MODEL \_\_\_\_\_ 4TH \_\_\_\_\_ START MILEAGE \_\_\_\_\_

MILEAGE IN THOUSANDS	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	105	110	115
Oil & Filter	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Lubrication	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Air Filter	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Brakes (inspect pads/shoes)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Front Wheel Bearings								X															X
Drain & replace gear oil								X															
Transmission Service				X				X					X										X
Suspension steering (inspect)			X			X			X		X						X						
Cooling System (change)										X									X				
Exhaust System (inspect)			X			X			X		X						X						
Belts (inspect)			X			X			X		X						X						
Tune Engine						X						X						X					X
Fuel Filter (inspected)			X			X			X			X					X				X		X
Assigned Officers Initials																							

### Major Component Replacement Or Repair

#### Engine Replace/Overhaul

Transmission \_\_\_\_\_ Date \_\_\_\_\_

Suspension (Major) \_\_\_\_\_ Date \_\_\_\_\_

Speedometer \_\_\_\_\_ Date \_\_\_\_\_

Mileage \_\_\_\_\_ Cost \_\_\_\_\_

Mileage \_\_\_\_\_ Cost \_\_\_\_\_

Mileage \_\_\_\_\_ Cost \_\_\_\_\_

Mileage \_\_\_\_\_ Difference \_\_\_\_\_

**EXHIBIT B**  
**OPERATING PROCEDURES**  
**FOR VEHICLE MAINTENANCE**  
**SERVICES**

This section sets forth the operating policy and procedures for servicing City vehicles and equipment. It discusses maintenance scheduling procedures, loaner procedures and invoicing requirements.

Contracted maintenance facilities are expected to provide prompt, courteous and competent service to drivers. Garage staff must be knowledgeable about service procedures, and initiate the service transaction within 15 minutes of their arrival and/or service call is placed. It is important that the service desk is staffed adequately to provide efficient customer service in a timely manner.

To assist the Contractor with the maintenance program, the PD will provide:

1. Listing of covered vehicles (Exhibit D) by work order number, updated as necessary.
2. Repair orders and billing invoices must refer to the vehicles by their work order number.
3. PD preventative maintenance schedule (Schedule A)
4. Designated staff contacts.

**A. Scheduling of Maintenance and Service Procedures**

1. PD has designated the Fleet Supervisor as the Service Representative (SR). Although the garage will have contact with other Police Department staff, the SR is your primary contact with the PD.
2. The contracted garage shall identify a single individual by name to serve as the responsible contact for daily communication with the PD regarding vehicle scheduling and vehicle status update(s).
3. The SR will contact the designated garage representative between 7:30 a.m. and 5:00 p.m., weekdays to determine the status of vehicles and/or equipment being serviced. The garage contact should provide accurate and timely information to the SR on vehicle status including but not limited to:
  - What vehicles/equipment is ready by vehicle number.
  - What vehicles/equipment is being serviced/require repair.
  - Estimated completion of vehicles/equipment under repair.
  - Description of repairs and costs.
4. For other services besides preventative maintenance, the vehicle driver will deliver the vehicle to your facility, and provide a description of problem of the vehicle.
  - a. Contractor to contact SR for estimates and obtain authorization to proceed. For services estimated over \$500, Contractor must obtain SR approval.
5. After the service is completed:
  - a. Complete Vehicle Service Order ready for SR or designee to sign.
  - b. Place service reminder label on the driver's side windshield stating the next maintenance Mileage and Date for routine preventative maintenance.
  - c. Contact SR or officer to provide time that vehicle is ready. If the SR or officer is not available, leave a voicemail message.
  - d. SR or designee will check work performed, sign off Service Order, and accept the keys from Contractor representative.

6. When repairs cannot be accomplished at your facility in the proposal, you must contact the SR for instructions. No repairs shall be made by non-authorized facilities without notification of the SR.
7. The City asks that you report to the SR any vehicle brought in for service or specific concern with problems caused by driver misuse.
8. The Contractor will be responsible for loss and damage to all City vehicles under its custody and/or control.

**B. Preventive Maintenance**

The PD will provide a listing of vehicles due for preventive maintenance service at the beginning of each month. Vehicles will be listed by work order number, the type of preventative maintenance the vehicle is to receive, and the week the vehicle is due for service. PD SR or designee will notify Contractor for specific dates the vehicle will be available for service.

The preventative maintenance services will be in accordance with the preventative maintenance schedule (Schedule A). Additionally:

1. If projected brake pad/shoe life is less than 1500 miles, contact the SR or designee for authorization to replace brake pads/shoes.
2. Turn-around time of 24 hours for preventive maintenance is expected.
3. When a prior appointment has been made for preventative maintenance, the turnaround time should be four (4) hours.

**C. Non-Preventative Maintenance Service and Emergencies**

1. Non-routine maintenance, other than emergencies, will be handled by appointment through the SR or designee. If a driver stops at your facility Monday through Friday between 7:30 a.m. and 5:00 p.m. requesting service without prior notification to you from the PD, call the SR/designee for instructions.
2. After Contractor hours, if a vehicle has a breakdown or is involved in an accident and must be towed, the driver has been instructed to have the vehicle towed to your facility. The operator will then provide their own transportation. You may, therefore, encounter a disabled vehicle that has been towed to your facility during non-working hours. In such a situation, you will be notified and someone from your garage must accept the vehicle for proper storage, you shall notify the SR or designee for instructions.
3. There may be times when the SR calls early in the day with a specific set of instructions, and later in the day changes them; or, another staff member will call to change them if the SR is not available. The last set of instructions will prevail.
4. Turn-around time of 24 hours for non-preventative maintenance service is expected unless otherwise approved by SR.

**EXHIBIT C  
PROPOSAL FORMS**

**I. MANAGEMENT INFORMATION**

Proposers must have prior successful experience performing maintenance and repair services on automobiles, must be licensed to conduct business in the State of New Mexico, and must possess all permits, licenses, certifications (ASE), approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract.

**1. SHOP PROFILE RESPONSIBILITY**

SHOP NAME: \_\_\_\_\_

NAME OF SHOP OWNER(S) \_\_\_\_\_

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

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS: \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS AT THIS LOCATION: \_\_\_\_\_

**2. PROXIMITY TO POLICE DEPT. \_\_\_\_\_ MILES.**

**3. NAME OF SHOP MANAGER(S): \_\_\_\_\_**

State the duties and qualifications of shop manager(s)

**4. ASSIGNED CONTACT/SERVICE REPRESENTATIVE:**

Name: \_\_\_\_\_

Title/Duties: \_\_\_\_\_

Qualifications: \_\_\_\_\_

Years with Contractor: \_\_\_\_\_

Phone Numbers: Work: \_\_\_\_\_ Pager: \_\_\_\_\_

**5. Emergency Contact (365 days/year; 24 hours): \_\_\_\_\_**

- 6. Operating Hours – The Contractor shall be currently operating out of a commercial facility, which is open and accessible to PD personnel, without prior notice during normal business hours. Facilities shall be available for vehicle service between the hours of 8:00am and 5:00pm, Monday through Friday (excluding holidays). Please state hours that your facility is open for maintenance service.**

Monday	_____	a.m.	to	_____	p.m.
Tuesday	_____	a.m.	to	_____	p.m.
Wednesday	_____	a.m.	to	_____	p.m.
Thursday	_____	a.m.	to	_____	p.m.
Friday	_____	a.m.	to	_____	p.m.
Saturday	_____	a.m.	to	_____	p.m.
Sunday	_____	a.m.	to	_____	p.m.

7. Please provide an experience/qualification profile for each member of your **technical staff** to include the following information. Attach additional sheets if needed.

<u>Name</u>	<u>Job Title/Years in Job</u>	<u>Years with Contractor</u>	<u>Job-Related Training/ Cert./Date</u>

8. Given the size and composition of your current staffing, will it be necessary for you to increase staffing to meet requirements of this contract? (Explain)
9. Please describe your hiring and continued education/training requirements for mechanics?

## II. REFERENCES

1. Describe your shop's experience providing vehicle maintenance services including the number of years in business, and type of services provided.
2. Please provide 3 commercial client references, their size of fleet by vehicle type, years of contract relation, type and frequency of the service provided. Please identify the contact person and phone number for each. Use additional sheets if necessary.

Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_ Company Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Fleet Size/Type \_\_\_\_\_  
Years of Contract \_\_\_\_\_ Frequency of Service \_\_\_\_\_

Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_ Company Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Fleet Size/Type \_\_\_\_\_  
Years of Contract \_\_\_\_\_ Frequency of Service \_\_\_\_\_

Company Name \_\_\_\_\_  
Company Address \_\_\_\_\_ Company Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Fleet Size/Type \_\_\_\_\_  
Years of Contract \_\_\_\_\_ Frequency of Service \_\_\_\_\_

3. Approximately what percent of your shop work is currently derived from fleet business? \_\_\_\_\_ %

4. Has your shop ever been a subject of Better Business Bureau action? Yes No

Describe:

5. Are you currently or have you ever previously contracted with a municipality to provide vehicle maintenance service? Yes No

Describe:

6. Are you currently or have you ever previously provided repair services to other government entities?

Yes No

If yes, please list the entity names, contract person and phone number:

7. Briefly describe your interest in servicing the City's fleet and what factors make you the best candidate in your opinion. (Include here any information or materials that you want the City to take into consideration while evaluating your ability to perform this contract.)

8. The PD reserves the right to perform unannounced site visits, interview staff and management, and test repairs prior to selection to determine, among other things:
  - the customer service responsiveness
  - the shop organization and operation efficiency
  - the response time

### III. SUPPLEMENTAL QUESTIONNAIRE

1. PD drivers are usually in a hurry and need to return to work. Their expectation is to be acknowledged and served promptly, courteously and competently. How will you do this?
2. What procedures are followed to ensure successful completion of service work prior to the vehicle being released to the customer?
3. PD requires the Contractor to designate one person from the shop to work with the PD representatives and communicate vehicle repair status and scheduling on a routine basis. Please identify this position and the qualifications you will establish for this position.
4. The PD expects 24 hours turnaround time for preventive and for routing repair services. Can you meet this standard and provide quality repair work? Yes[ ☐ ] No [ ☐ ]
5. Please specify whether OEM or after-market parts will be use for repairs? If after-market parts will be used, please explain under what circumstances(s). *Please be aware the City requires use of OEM parts for all services unless specifying herein or otherwise approved by SR prior to repair for all services.*
6. List days and hours of shop operations and after-hour emergency services availability.
7. Describe the availability of secured parking for vehicles in for repairs.



IV. **FACILITY DESCRIPTION**

1. How many bays are available for vehicles?

2. Indicate the number and type of vehicle lifts in the shop

Describe the diagnostic and service equipment currently used. List equipment by function, make, model and year.

Equipment/Function	Make	Model	Age
--------------------	------	-------	-----

3. Describe what provisions and procedures you have in place to dispose of hazardous substances, oils, coolants, etc.

4. Do you have a certified emissions specialist on staff?    Yes            No

5. Do you have an electrical systems specialist on staff?    Yes        No

6. Describe any experience that you have in servicing/maintaining lift-equipped vehicles.

7. The PD requires the Contractor to coordinate warranty work. Please describe how you would perform that and which dealership / service departments you will use for Chevrolet, Ford, GMC, and Dodge etc.

Please provide name of dealership, shop location and phone number.

8. Can you perform emergency roadside service as required?    Yes        No

All repair parts are to be OEM or equivalent. Exceptions will be individually considered on a case by case basis. Price for each service shall include parts, labor and all necessary fluids and free fluid top off between service intervals. Service reminder stickers are required with each service.

Proposers must state the UNIT PRICE separately for each item and extend the total. Unit prices shall include all packing charges. Unit prices will be used as a basis for awards when an error in extending total amounts occurs. Proposers who restrict offers to the basis of "Lots" or "All or None" must clearly indicate such restriction in writing in the offer.

The City is required to pay New Mexico State Sales or Use Taxes for most goods and services. The City is exempt from Federal Excise and transportation taxes. Taxes shall NOT be included in the bid prices. Applicable taxes will be applied to labor only.

COMPANY	DELIVERY GUARANTEED			DAYS AFTER ORDER
ADDRESS	PROMPT PAYMENT DISCOUNT TERMS:			
CITY	STATE	ZIP CODE	PHONE	
AUTHORIZED REPRESENTATIVE ( <i>Print</i> )	TITLE	SIGNATURE		

Proposals signed by an agent are to be accompanied by evidence of their authority.

### COST AND CONDITIONS

Services/Costs	Passenger Veh & Light Trucks ATV (gasoline)		4x4 Trucks and Utility Vehicles (diesel)		Police Patrol Vehicles (gasoline)	
	Labor Hr	Material Cost	Labor Hr	Material Cost	Labor Hr	Material Cost
<b>Scheduled Preventive Maintenance:</b>						
Service A: 4 months or 4000 miles Service						
Service B: 8 months or 8000 miles Service						
Service C: 12 months or 12000 miles Service						
Cost of Hourly Labor Rate (not included in Service A,B,C)	\$	-	\$	-	\$	-
Replacement Dealer Parts (not included in Service A,B,C)	-----	%	-----	%	-----	%
Replacement None Dealer Parts (not included in Service A,B,C)	-	%	-	%	-	%

**Conditions:**

1. Prices for the services listed above must include all labor and material needed to complete the services specified.
2. Prices proposed in this section are firm fixed prices for the initial period of the contract (one year).
3. All repair parts are to be OEM or equivalent. Exceptions will be individually considered on a case- by-case basis.  
Price for each service shall include parts, labor and all necessary fluids and free fluid top off between service intervals.
4. For police patrol vehicles, all parts are to be OEM. Heavy Duty Police Pursuit Vehicles parts.
5. Service reminder stickers are required with each service.
6. Provide break down of labor hours for each periodic repair item and indicate any exceptions, if applicable. Labor hours shall be repair time, not factory time.
7. Unless otherwise specified and/or agreed to, a standard 120-day or 4000 mile warranty will be required on all labor and materials.

# Exhibit D

## City of Las Vegas Police Department Vehicles

YEAR	MODEL	MAKE
1974	Nova	Chevy
1984	Silverado 2500	Chevy
1992	Truck	Nissan
1995	Grand Prix	Pontiac
1995	Silverado	Chevy
1996	Van	Dodge
99-2008	Crown Vic	Ford
2000-2004	Blazer	Chevy
2001	Polaris Scrambler	
2001	F150 truck	Ford
2003	Blazer	Chevy
2003	Impala	Chevy
2004	F150 truck	Ford
2007	Expedition	Ford
2007	Escape	Ford
2009	Charger	Dodge
2010	Suburban	Chevy
2010	Charger	Dodge
2011	Impala	Chevy
2012	Polaris Sportsman	
2013	Interceptor Taurus	Ford
2016	Fusion	Ford
2017	Fusion	Ford

**Work Session**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 04/03/2019**

**DEPT: Finance**

**MEETING DATE: 04/10/19**


**DISCUSSION ITEM/TOPIC: Resolution 19-18**


**BACKGROUND/RATIONALE: The City of Las Vegas is requesting increases/decreases to the FY2019 Budgeted revenues and expenditures for the Senior Citizens Center.**

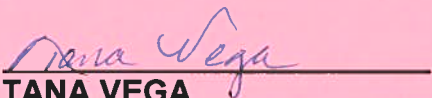
**THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.**

\_\_\_\_\_  
**SUBMITTER'S SIGNATURE**

**REVIEWED AND APPROVED BY:**

  
\_\_\_\_\_  
**TONITA GURULE-GIRON**  
**MAYOR**

  
\_\_\_\_\_  
**ANN M. GALLEGOS**  
**INTERIM CITY MANAGER**

  
\_\_\_\_\_  
**TANA VEGA**  
**INTERIM FINANCE DIRECTOR**  
**(PROCUREMENT)**

\_\_\_\_\_  
**PURCHASING AGENT**  
**(FOR BID/RFP AWARD ONLY)**

\_\_\_\_\_  
**ESTHER GARDUNO MONTOYA**  
**CITY ATTORNEY**  
**(ALL CONTRACTS MUST BE**  
**REVIEWED)**

**STATE OF NEW MEXICO  
MUNICIPALITY OF CITY OF LAS VEGAS  
RESOLUTION NO. 19-18**

**WHEREAS**, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget adjustment request for fiscal year 2018-19, and

**WHEREAS**, said budget adjustments were developed on the basis of increases in revenues, expenditures and transfers (in) out through cooperation with all user departments, elected officials and other department supervisors, please see attached schedule; and

**WHEREAS**, the City of Las Vegas is in need of making budget adjustments in the 2018-19 fiscal year budget; to include a net increase of \$116,965.00 in revenues and expenditures for various expenditures in the Senior Citizens Center to be funded with a grant from the Non-Metro AAA Agency;

**WHEREAS**, it is the majority opinion of this governing body that the budget adjustment request be approved and meets the requirements as currently determined for fiscal year 2018-19;

**NOW, THEREFORE BE IT RESOLVED**, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby approves the budget adjustment request herein above described and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

RESOLVED: In session this 17th day of April, 2019

\_\_\_\_\_  
Tonita Gurule-Giron. Mayor

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

\_\_\_\_\_  
Esther Garduno Montoya, City Attorney

CITY OF LAS VEGAS  
RESOLUTION #19-18  
BUDGET ADJUST REQUEST  
FISCAL YEAR 2019

Resolution	Fund	Revenues	Transfers	Expenditures
19-18				
Senior Citizens Center	282-6100-540-5998	State Grant	\$ (15,000.00)	Grant Revenue decrease
Senior Citizens Center	282-6100-540-5529	Federal IIIC1	\$ 41,000.00	Grant Revenue
Senior Citizens Center	282-6200-540-5530	Federal IIIC2	\$ 60,750.00	Grant Revenue
Senior Citizens Center	282-6300-540-5528	Federal IIIB	\$ 18,909.00	Grant Revenue
Senior Citizens Center	282-6400-540-5998	Federal IIID	\$ 11,306.00	Grant Revenue
Senior Citizens Center	282-6100-750-7101	Office Supplies		\$ 5,000.00 Office Supplies
Senior Citizens Center	282-6100-750-7129	Kitchen Supplies		\$ 4,000.00 Kitchen Supplies
Senior Citizens Center	282-6100-750-7128	Raw Food		\$ 15,000.00 Raw Food
Senior Citizens Center	282-6100-750-7338	Food Service Permit & Fees		\$ 500.00 Food Service Permit & Fees
Senior Citizens Center	282-6100-750-7401	Mtn of Bldg & Grounds		\$ 1,500.00 Maintenance of Buildings & Grounds
Senior Citizens Center	282-6200-750-7101	Office Supplies		\$ 5,000.00 Office Supplies
Senior Citizens Center	282-6200-750-7127	Home Delivered Supplies		\$ 10,000.00 Home Delivered Supplies
Senior Citizens Center	282-6200-750-7129	Kitchen Supplies		\$ 4,000.00 Kitchen Supplies
Senior Citizens Center	282-6200-750-7128	Raw Food		\$ 30,000.00 Raw Food
Senior Citizens Center	282-6200-750-7201	Supplies - Vehicle Fuel		\$ 10,000.00 Supplies - Vehicle Fuel
Senior Citizens Center	282-6200-750-7205	Supplies - Vehicle Tires		\$ 1,750.00 Supplies - Vehicle Tires
Senior Citizens Center	282-6300-750-7201	Supplies - Vehicle Fuel		\$ 5,000.00 Supplies - Vehicle Fuel
Senior Citizens Center	282-6300-750-7202	Travel Expense		\$ 5,000.00 Travel Expense
Senior Citizens Center	282-6300-750-7401	Mtn of Bldg & Grounds		\$ 5,000.00 Maintenance of Buildings & Grounds
Senior Citizens Center	282-6300-750-7408	Maint of Road Equipment		\$ 3,909.00 Maintenance of Road Equipment
Senior Citizens Center	282-6400-750-7309	Telephone		\$ 1,000.00 Telephone
Senior Citizens Center	282-6400-750-7374	Utilities - Electricity		\$ 2,000.00 Utilities - Electricity
Senior Citizens Center	282-6400-750-7301	Printing, Copying, &Reprod		\$ 306.00 Printing, Copying, &Reproduction
Senior Citizens Center	282-6400-750-7305	Other Professional Services		\$ 8,000.00 Other Professional Services
Total		\$ 116,965.00		\$ 116,965.00

North Central New Mexico Economic Development District  
Non-Metro Area Agency on Aging

DIRECT PURCHASE OF SERVICES  
VENDOR AGREEMENT  
AMENDMENT NO. 1

This Amendment is made and entered into this 25<sup>th</sup> day, March 2019, by and between the North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging hereinafter referred to as the "Agency" and City of Las Vegas, hereinafter referred to as the "Contractor".

1. Purpose of Amendment. The purpose of the Amendment is to:

TITLE FEDERAL	ORIGINAL CONTRACT AMOUNT	INCREASE/DECREASE DOLLAR AMOUNT BY	REVISED TOTAL AMOUNT	INCREASE D UNITS	FED/STATE RATE
III C1	\$ 35,000.00 ✓	\$41,000.00	\$76,000.00	6,000	\$4.06250
Congregate STATE	\$69,000.00 ✓	\$(15,000.00)	\$54,000.00		

TITLE FEDERAL	ORIGINAL CONTRACT AMOUNT	INCREASING DOLLAR AMOUNT BY	REVISED TOTAL AMOUNT	INCREAS ED UNITS	FED/STATE RATE
III C2	\$59,500.00 ✓	\$60,750.00	\$120,250.00	10,125	\$6.0000

TITLE FEDERAL	ORIGINAL CONTRACT AMOUNT	INCREASING DOLLAR AMOUNT BY	REVISED TOTAL AMOUNT	INCREAS ED UNITS	FED/STATE RATE
III B	\$34,056.00 ✓	\$18,909.01	\$52,965.01	1,890.75	\$10.0008

TITLE FEDERAL	ORIGINAL CONTRACT AMOUNT	INCREASING DOLLAR AMOUNT BY	REVISED TOTAL AMOUNT	INCREAS ED UNITS	FED/STATE RATE
III D	\$45,225.63 ✓	\$11,306.41	\$56,532.04	1,130	10.0021

2. Changes to Contract. The following changes are amendments to the contract:

Payment for services is amended to read: For the Services by the Agency to be satisfactorily provided by the Vendor hereunder, the Agency shall pay the vendor during the Term an aggregate amount, not to exceed \$ 359,747.05 said aggregate amount to be derived from the following sources, when units are met. No changes to other budgeted services are made with this amendment other than those contained in this agreement. The full budget including all State and Federal funding is reflected in the attached Summary of Budget Revenues (SBR).



1. \$ 52,965.01 from Title III-B of OAA;
2. \$ 76,000.00 from Title III-C1 of OAA;
3. \$ 120,250.00 from Title III-C2 of OAA;
4. \$ 56,532.04 from Title III-D of OAA;
5. \$ 0 from Title III-E of OAA;
6. \$ 54,000.00 from the NMGAA-State/HB-2.

3. All other clauses in the original Agreement will remain unchanged and together with this Agreement constitute the entire Agreement between the Contractor and NCNMEDD, Non-Metro AAA.
4. For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective March 25, 2019.

City of Las Vegas  
Legal Name of Vendor/Contractor

TANA VEGA  
Signature

TANA VEGA  
Printed/Typed Name of Signatory

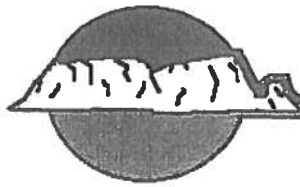
3/29/19  
Date

NCNMEDD Non-Metro Area Agency on Aging  
Name of Area Agency on Aging

[Signature]  
Signature

Thomas A. Garcia, Interim Executive Director  
Printed/Typed Name of Signatory

3/25/2019  
Date



# CITY OF LAS VEGAS

MAYOR TONITA GURULE-GIRON

## MEMO

Date: March 27, 2019

To: Tana Vega, Interim Finance Director

Fr: Wanda Salazar, Senior Center Manager

Reg: Increase Budget to Reflect Amendment #1 for Direct Purchase of Services

The Direct Purchase of Services Contract has given the Senior Center program an increase in units which affects an increase in funding for FY 18/19 ending June 30<sup>th</sup>, 2019. The following accounts should be increased in both revenues and expenses to reflect the increase of \$116,945.42 with increased units affecting all services of 19,146.

**Budget INCREASE to Revenue**

282-6100-540-5529	\$41,000.00
282-6200-540-5530	\$60,750.00
282-6300-540-5528	\$18,909.01
282-6400-540-5998	<u>\$11,306.41</u>
Total Increase	\$131,965.42

**Budget DECREASE to Revenue**

282-6100-540-5998	<u>(\$15,000.00)</u>
Total REVENUE INCREASE	\$116,965.42

**Budget INCREASE to Expense**

282-6100-750-7101	\$5,000.00
282-6100-750-7129	\$4,000.00
282-6100-750-7128	\$15,000.00
282-6100-750-7338	\$500.00
282-6100-750-7401	\$1,500.00

DAVID ULIBARRI

VINCE HOWELL

BARBARA CASEY

DAVID L.ROMERO

Councilor, Ward 1

Councilor, Ward 2

Councilor, Ward 3

Councilor, Ward 4

1700 North Grand Avenue .Las Vegas, New Mexico, 87701 (505) 454-1401. Fax: 454-0596

282-6200-750-7101	\$5,000.00
282-6200-750-7127	\$10,000.00
282-6200-750-7129	\$4,000.00
282-6200-750-7128	\$30,000.00
282-6200-750-7201	\$10,000.00
282-6200-750-7205	\$1,750.00
282-6300-750-7201	\$5,000.00
282-6300-750-7202	\$5,000.00
282-6300-750-7401	\$5,000.00
282-6300-750-7408	\$3,909.01
282-6400-750-7309	\$1,000.00
282-6400-750-7374	\$2,000.00
282-6400-750-7301	\$306.41
282-6400-750-7305	\$8,000.00

The Budget Increase to Revenue/Expense is a total of \$116,965.42

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**RECALCULATION OF SERVICE COST**  
**North Central New Mexico Economic Development District**  
**Non-Metro Area Agency on Aging**

Program Name: City of Las Vegas  
 Contact Person: Wanda Salazar  
 Telephone #: 505-425-9139  
 E-mail Address: wsalazar@lasvegassm.gov

**BE SURE TO SIGN AND DATE ON THE BOTTOM OF THIS DOCUMENT**

Fiscal Year 2018-2019

Expenses	Congregate	Home Delivered	Transportation	Housekeeping	Adult Day Care	Assist Trans	Total
<b>Labor Costs:</b>							
Wages - Staff providing direct services							\$ -
Group Insurance							\$ -
Retirement							\$ -
FICA							\$ -
Worker's Compensation							\$ -
Unemployment							\$ -
Wages - Administrative Personnel not providing direct services							\$ -
Group Insurance							\$ -
Retirement							\$ -
FICA							\$ -
Worker's Compensation							\$ -
Unemployment							\$ -
<b>Supplies:</b>							
Office Supplies	\$ 5,000	\$ 5,000					\$ 10,000.00
Home Delivered Supplies		\$ 10,000					\$ 10,000.00
Kitchen Supplies	\$ 4,000	\$ 4,000					\$ 8,000.00
Food	\$ 15,000	\$ 30,000					\$ 45,000.00
NSIP Raw Food							\$ -
Other Supplies: Specify							\$ -
<b>Total Supplies</b>	<b>\$ 24,000</b>	<b>\$ 49,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 73,000.00</b>
<b>Travel:</b>							
Gasoline and Oil		\$ 10,000	\$ 5,000				\$ 15,000.00
Vehicle Maintenance		\$ 1,750	\$ 5,000				\$ 6,750.00
Vehicle Insurance							\$ -
Mileage and per diem							\$ -
Other travel: Specify							\$ -
<b>Total Travel</b>	<b>\$ -</b>	<b>\$ 11,750</b>	<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 21,750.00</b>
<b>Maintenance and Repair:</b>							
Equipment maintenance							\$ -
Maintenance supplies							\$ -
Food Service Permits and Fees	\$ 500						\$ 500.00
Building and Structure			\$ 5,000				\$ 5,000.00
Ground/Roadkey			\$ 3,909				\$ 3,909.01
Maintenance Services	\$ 1,500						\$ 1,500.00
Other Maintenance: Specify							\$ -
<b>Total Maintenance and Repair</b>	<b>\$ 2,000</b>	<b>\$ -</b>	<b>\$ 8,909</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 10,909.01</b>
<b>Contractual Services:</b>							
Dues & Permits							\$ -
Audit Cost							\$ -
Insurance-general liability, bonding,							\$ -
Telephone, DSL, Internet, Postage (Communication)						\$ 1,000	\$ 1,000.00

**RECALCULATION OF SERVICE COST**  
**North Central New Mexico Economic Development District**  
**Non-Metro Area Agency on Aging**

Program Name: City of Las Vegas  
 Contact Person: Wanda Salazar  
 Telephone #: 505-425-9133  
 E-mail Address: wsalazar@lasvegassnm.gov

BE SURE TO SIGN AND DATE ON THE BOTTOM OF THIS DOCUMENT

Fiscal Year 2018-2019

Expenses	Congregate	Home Delivered	Transportation	Housekeeping	Adult Day Care	Assist Trans	Total
Utilities							
Advertising/Printing/Photo							\$ 2,000.00
Building Rent							\$ 306.41
Equipment Rent							\$ -
Professional Services							\$ 8,000.00
Other Contractual: Specify							\$ -
<b>Total Contractual</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,306.41
<b>Other Operating Expenses</b>							
Education & Training							\$ -
Grants & Services							\$ -
Board/Advisory Council In-State Travel							\$ -
Board/Advisory Council Out-State Travel							\$ -
Misc. Other Expense							\$ -
D&O Insurance							\$ -
Other costs: Specify							\$ -
<b>Total Other Operating</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Grand Total Expenses</b>	\$ 26,000	\$ 60,750	\$ 18,909	\$ -	\$ -	\$ -	\$ 116,965.42

Revenues	Congregate	Home Delivered	Transportation	Housekeeping	Adult Day Care	Assist Trans	Total
Increase/(Decrease) of Federal Revenue	\$ 41,000	\$ 60,750	\$ 18,909				\$ 131,965.42
Increase/(Decrease) of State Revenue	\$ (15,000)	\$ -	\$ -				\$ (15,000.00)
Increase/(Decrease) of Local Revenue							\$ -
Increase/(Decrease) of Program Income Revenue							\$ -
<b>Total Revenue</b>	\$ 26,000	\$ 60,750	\$ 18,909	\$ -	\$ -	\$ -	\$ 116,965.42

Units of Service/Persons Served	Congregate	Home Delivered	Transportation	Housekeeping	Adult Day Care	Assist Trans	Evidence Based	Total
Increase/(Decrease) of Units of Services	6,000	10,125	1,891				1,130	19,146

**Justification for Recalculation of Service Unit Cost:**

This recalculation of Services is to increase the Direct Purchase of Services Agreement to Amendment #1. Increase in units are included. Thank you

Printed Name Wanda Salazar

I certify this recalculation of service cost is necessary for adequate program operation.

Signature [Signature]

3/29/19  
Date

Non-Metro Area Agency on Aging  
 Summary of Budgeted Revenues (SBR)  
 Fiscal Year: 07/01/2018 - 06/30/2019  
 Date: 10/16/2018

Contractor: City of Las Vegas		SBR 45 DPS Amendment No 1														TOTAL	
Finding Sources		Congregate Meals	Home-Del. Meals	Transportation	Assisted Transportation	Care Mgmt.	Adult Day Care	Chore	Homemaker	Physical Fitness/ Elder Health Screening	Elder Health Education Training	Elder Abuse - In Home	Elder Abuse - Adult Day Care	Elder Abuse Care Workers	GRCC Respite In Home	GRCC Respite In Home	Respite - Support Services
Federal Title IIB																	
Federal Title IIC1																	
Federal Title IIC2																	
Federal Title IID																	
Federal Title IIE																	
NSIP																	
State																	
Local Cash (City/County/Town)																	
Funding																	
Other Grants/Fundations																	
State Funded Senior Emp. Prog																	
Grants																	
Program Income																	
Transportation																	
Transportation																	
Adult Day Care																	
Congregate Meals Donations																	
Home Delivered Donations																	
Other (Specify)																	
TOTAL:																	
Projected Units																	
Total Cost of Services (Cost)																	
Total Cost of Services w/o In-Kind																	
Total Cost w/o In-Kind/REP/NSIP																	
Federal Title IIB																	
Federal Title IIC1																	
Federal Title IIC2																	
Federal Title IID																	
Federal Title IIE																	
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TOTAL:																	
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Total Cost w/o In-Kind/REP/NSIP																	