CITY OF LAS VEGAS

1700 North Grand Avenue Las Vegas, New Mexico 87701 Phone: (505) 454-1401 Fax: (505) 454-8027



PO Number: 231820

Date:

06/28/2023

Request #:

302510

Vendor #:

05443

ISSUED TO: DIEGO A GRIEGO

Attn:C/O D.A.G. ENTERPRISES 258 A MONTEZUMA RT LAS VEGAS, NM 87701**SHIP TO:**

CITY OF LAS VEGAS Attn:WASTE WATER 462 S. FRONTAGE RD. LAS VEGAS, NM 87701

Vendor Fax #: (505) 425-9516

ITEM UNIT	S DESCRIPTION	PRICE	PROJ	GL ACCOUNT NUMBI	ER	AMOUNT
1	FIX BRAKES HUB ON VOLVO SEMI BID NO- 2021-09 AWARDED- 01/20/21 CONTRACT NO-3710-21 EXPIRES- 02/04/24 13-1-127	3,000.00		610-0000-610-7	7408	3,000.00
	DEPARTMENT ORDER					
	Date:	11.01		SUBTOTAL:		3,000.00
Approved By:		6/28/3	4023	TAX:	0.00	
		/ /		SHIPPING:		0.00
				TOTAL		3,000.00

- 1. Original invoice plus one copy must be sent to: City of Las Vegas, 1700 North Grand Avenue, Las Vegas, NM 87701.
- 2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
- 3. C.O.D. shipment will not be accepted.
- 4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
- 5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
- 6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
- 7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
- 8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
- 9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of
- 10. The City is exempt from all federal excise and state tax ID# 85-6000149

CITY OF LAS VEGAS REQUISITION FOR PURCHASE 302510 PURCHASE ORDER NO.: CHECK APPROPRIATE BOX REOUIREMENTS PURCHASES INDER RESOLUTION #14-18 STATE PROCUREMENT CODE: Best Obtainable Price; Requires 3 telephoned, written, faxed or e-mailed quotes; \$0 TO \$19,999.99 \$20,000.00 TO \$59,999.99 Requires 3 written and signed quotes; (Goods or services) \$60,000.00 AND OVER Formal Process (Requires RFQ, RFP, RFB, etc.) (N) BID NO. 2021 - 09 AWARDED: 1 / 20/2021; CONTRACT NO.: 3710-21 EXPIRES: 2 / 4 /24 (RECORD BID NUMBER, AWARDED DATE, AND CONTRACT NUMBER ABOVE) _____ EXPIRES:____/___/_ SPD CONTRACT; SPD NO.: __ EXEMPT PURCHASE; Provide Section No.: _____ GSA CONTRACT: GSA NO.: ____ - _____ EXPIRES: ____ /___ /_ PROFESSIONAL SERVICES; SOLE SOURCE: REQUIRES DETERMINATION AND MUST BE POSTED ON CLV WEBSITE FOR 30 DAYS PRIOR TO PROCURING GOODS AND/OR SERVICES. OTHER CITY CONTRACT: NO: ______ EXPIRES: ____/___ EMERGENCY; ____ SECTIONS 13-1-127 STATE PRODUREMENT CODE **STATEMENT OF NEED:** (Must Complete) Repair brake hub on volvo semil and parts needed for repair to brakes * IN COMPLIANCE WITH THE PROCUREMENT CODE # 14-18 THE FOLLOWING QUOTES WERE OBTAINED* NAME OF VENDOR PHONE NUMBER PERSON CONTACTED PRICE QUOTED 75-475-2912 000.00(If needed, attach additional quote documentation to this requisition) LINE **QUANTITY** UNIT DESCRIPTION **UNIT PRICE SUB TOTAL** \$3.000.00 Fx brakes hub on VOIDO Sume TOTAL: \$ 3,000.00 VENDOR: ADDRESS: 1 NM CRS NO. I CERTIFY THAT THIS PURCHASE IS NECESSARY AND THAT THE REQUESTED ITEMS WILL BE PURCHASED AT THE LOWEST BID OR BEST OBTAINABLE PRICE. BUDGET EXPENDED TO DATE \$. CURRENT EXPENSE \$ BALANCE FUND **ACTIVITY** APPROVED BY: BUDGET AVAILABLE YES: YELLOW COPY: PURCHASING PINK COPY: DEPARTMENT WHITE COPY: ACCOUNTS PAYABLE



NEW MEXICO EMERGENCY DETERMINATION FORM

The emergency procurement method (NMSA 1978, Section 13-1-127) may only be used when there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions. The existence of the emergency condition creates an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:

- 1. The functioning of government;
- 2. The preservation or protection of property; or
- 3. The health or safety of any person.

I. Name of Agency: City of Las Vegas

Agency Chief Procurement Officer: Helen Vigil, Purchasing Supervisor

Telephone Number: 505-454-1401

II. Name of Contractor: Dag Enterprises LLC

Address of Contractor:

P.O. Box 2084

Las Vegas, N.M. 87701

Amount of prospective contract: \$3,000.00

Term of prospective contract: One time Purchase

Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:

The waste water treatment plant needs to repair leaking brake hub on the Volvo semi.

IV. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, Section 13-1-127.

Waste water is required to haul sludge on a daily basis as per EPA and STATE regulations in order for us to stay in compliance.

V. Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).

Semi will be maintained to ensure that it remains road worthy in the future.

VI. Describe what measures the Agency will take in the future to prevent/mitigate use of an emergency procurement under similar circumstances.

We will have a back up semi to ensure that we have transportation for the sludge.

Certified by:

Date: 6/28/2

Department Director

Produrement Office

Approved by:

Date (0/28/202

APPROVED:

Date 4/28/23

Agreement / Contract
No. 3710-21
City of Les Vegas
Date

ADDENDUM #2

AGREEMENT/CONTRACT #3710-21

RFP# 2021-09

AWARDED ON: 1/20/2021

D.A.G ENTERPRISES OF N.M. LLC

This Addendum entered into this **4**th **Day of February**, **2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **D.A.G ENTERPRISES OF N.M. LLC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 1/20/2021 the City and **D.A.G ENTERPRISES OF N.M. LLC** entered into an Agreement/Contract pursuant to a call for RFP in which

D.A.G ENTERPRISES OF N.M. LLC agreed to provide:

DIESEL MAINTENANCE & REPAIR

WHEREAS, the City and D.A.G ENTERPRISES OF N.M. LLC now desire to extend the original Agreement/Contract for an additional year from 02/5/2023 thru: 02/4/2024.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3710-21.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **DIESEL MAINTENANCE & REPAIR**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

NOW THEREFORE, the parties agree as follows:

- 1. This Agreement and the prior agreement dated 1/20/2021 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
- 2. That all of the provisions of the 1/20/2021 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

D.A.G ENTERPRISES OF N.M. LLC

REVIEWED AND APPROVED:

Leo Maestas

City Manager

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ATTEST:

Casandra Fresquez

City Clerk

Date