



CITY OF ROSWELL, NM

PURCHASING DEPARTMENT

425 N. RICHARDSON AVE., ROSWELL, NM 88201

LUPITA EVERETT, CHIEF PROCUREMENT OFFICER

DIRECT PHONE NUMBER: (575) 637-6222

EMAIL: l.everett@roswell-nm.gov

Request for Proposal

RFP NUMBER:	18-008
RFP NAME:	FLEET MANAGEMENT & MAINTENANCE SERVICE
DEPARTMENT:	CITY WIDE
DATE OF OPENING:	TUESDAY, APRIL 24TH, 2018
TIME OF OPENING:	2:00 PM

FACSIMILE AND ELECTRONIC PROPOSALS ARE NOT ACCEPTABLE

Pursuant to the provisions of the New Mexico State Procurement Act, sealed proposals, in single copy, subject to the conditions herein, will be received in the Office of the Chief Procurement Officer at City Hall, 425 N. Richardson Ave., Roswell, New Mexico until the date and time shown above, and at that time, proposals will be publicly opened and Offeror's names disclosed. Proposal contents will not be read aloud. An evaluation committee will provide a recommendation for award to the best proposal to City Council.

IMPORTANT:

PROPOSALS DUE TUESDAY, APRIL 24TH, 2018 AT 2:00 PM
OFFICE OF THE CHIEF PROCUREMENT OFFICER, CITY HALL
425 N. RICHARDSON, ROSWELL, NEW MEXICO 88201

1. These words must be written on ALL EXTERIOR PACKAGING on the bottom left corner of the SEALED ENVELOPE/MAILER/BOX/PACKAGE/CONTAINER. Failure to do so may cause the proposal to be rejected by the City of Roswell:
 - SEALED PROPOSAL
 - RFP NUMBER
 - OPENING DATE AND TIME
 - THE OFFEROR'S NAME
 - THE OFFEROR'S ADDRESS

2. Samples of items, when required, must be furnished, free of expense, prior to the opening of proposals, and, if not destroyed will, upon request of the Offeror, be returned to the Offeror at the Offeror's expense. Copies of any warranties must be included with the Proposal and must be for the maximum amount the manufacturer provides, if goods are warrantable.
3. Proposals which are mailed, or otherwise delivered prior to the point of opening must contain the Information detailed in paragraph 1 above. This information shall also be included on **All Exterior Packaging**. **Proposals must be mailed or delivered by hand or courier service to:**

Mailed to:	City of Roswell Office of the Chief Procurement Officer P.O. Box 1838 Roswell, NM 88202-1838
(or)	
Delivered to:	City of Roswell (May be delivered to the main Reception Desk) 425 North Richardson Roswell, NM 88201

4. For items of tangible personal property included as part of the proposal, all prices should be stated in units or quantities specified, with packing and delivery charges included. The specifications for the services or items of tangible personal property to be procured.
5. Time of proposed delivery must be stated in definite terms. If time varies for different items, the Offeror should so state.
6. Proposals must be made out and signed in the corporate or other name of the Offeror and must be fully and properly executed by an authorized person.
7. Proposals must be submitted on the proposal schedule attached. **Any prices pertaining to exceptions must be attached to the proposal** (stapled, bound or secured otherwise). If the Offeror provides any options other than those requested, these will not be acceptable.
8. **Proposals received later than the time and date when specified as due will not be considered.**
9. Amendments to or withdrawals of proposals received after the time and date set for proposal opening will not be considered.
10. Offerors or their representative may be present at the proposal opening.
11. The Chief Procurement Officer reserves the right to amend and/or cancel the Request for Proposals prior to the time and date of the proposal opening.
12. The Chief Procurement Officer reserves the right to correct any proposal awarded erroneously as a result of a clerical error on the part of the City of Roswell.
13. In the event the Offeror is unable to submit a proposal, the Purchasing Department would appreciate advising this office to that effect. Failure to submit proposals on three consecutive

Requests for Proposal will result in the removal of the Offeror's name from the mailing list.

14. Offerors and/or Offerors doing business with the City of Roswell must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act. Rev., 1979.
15. It is the sole responsibility of any Offeror who requests consideration for Resident Preference to have obtained a Resident Business Offeror's Certification from the New Mexico Taxation and Revenue Department and provide a copy of the same to the City prior to the proposal opening. Requests for consideration for Resident Business or Offeror's Preference after proposal opening will not be considered.
16. All contracts solicited by competitive sealed proposals for the City of Roswell require that the proposal amount exclude the applicable state gross receipts tax. As the City of Roswell is required to pay the applicable state gross receipts tax, all requests for payment shall include a separate amount on each billing reflecting the applicable tax. (13-1-108)
17. All applicable state gross receipts tax charged to the City of Roswell shall be at the current rate at the time of the project. To the extent permitted by law and applicable rules and regulations, Offerors and/or Offerors agree to report the gross receipts tax charged to the City of Roswell on New Mexico Taxation & Revenue Department form CRS-1 and use Roswell as the municipality name in column A and 04-101 as the location code in column C.
18. Any equipment supplied to the City of Roswell must comply with all requirements and standards as specified by the federal government's Occupational Safety and Health Act of 1971. All guards and protectors as well as appropriate markings must be in place before delivery. Items not meeting OSHA specifications will be refused. The supplier may be required, at its expense to provide training to municipal employees in the operation of this item and its maintenance, at the convenience of the City of Roswell.
19. All Offerors and/or Offerors doing business with the City of Roswell shall fill out the City of Roswell OFFEROR INFORMATION FORM. All Offerors and/or Offerors doing business with the City of Roswell must also provide IRS FORM W-9 (REV. December 2014), both forms are included in this proposal package. Failure to do so may cause the proposal to be rejected by the City of Roswell.
20. The City reserves the right to render payment of any invoices using the City's Procurement Card, without incurring any penalty.

CONDITIONS AND PROPOSAL OPENING PROCEDURES

1. The City of Roswell reserves the right to reject any and all proposals, to waive any informality in proposals, and unless otherwise specified by the Offeror, to accept any item on the proposal.
2. The Procurement Code (NMSA §13-1-28 through §13-1-199), imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

3. All proposals must be clearly marked on the outside of the box or envelope packaging with the proposal number and opening date. Should a proposal be opened prior to the official opening date due to the lack of a proper marking, it will be rejected.
4. All interested parties are invited to attend proposal openings of the City of Roswell.
5. Proposals will be opened and Offeror's names disclosed aloud in front of whosoever is present at precisely the time, the date and the place stipulated in the Request for Proposal and in the legal notice published in the newspaper.
6. Each proposal will be evaluated by the Chief Procurement Officer and the appropriate department or evaluation committee. The Offeror is to provide complete specifications. Acceptable exceptions to specifications will be determined by the Chief Procurement Officer with the aid of the appropriate department head.
7. The Chief Procurement Officer and the department or evaluation committee will rule on any point needing clarification.
8. The apparent Best Proposal, meeting specifications, will be determined by evaluation committee assisted by the Project Manager and Chief Procurement Officer.
9. Following determination of the Best Proposal, the Chief Procurement Officer will recommend to the City Council that the City Manager be authorized to negotiate a contract with the Offeror of the Best Proposal.
10. A Offeror's request for Resident Preference will be honored only when the provisions of Sections 13-1-21 and 13-1-22 of the State Purchasing Act have been met.
11. Unless otherwise instructed, alternate proposals shall not be submitted and will not be considered.
12. Notice is hereby given that as the governing body of the City of Roswell, the City Council reserves the right to reject any and all proposals received. In the case of ambiguity or lack of clarity, the City reserves the right to determine the best proposal or to reject same or to waive irregularities and technicalities.
13. One complete copy of the proposal, including Request for Proposal, specifications and any other requested literature, must be submitted with the proposal.
14. Information pertaining to proposals will not be released until the City Council has acted upon them and after the final execution of the contract document, pursuant to NMSA 1978 §13.1.116.
15. All proposals must be valid for a minimum of **120 days** after proposal opening, unless otherwise stated on the Proposal Sheet by the individual Offeror or the City of Roswell.
16. All Offerors who are engaged in business within the municipal limits of the City shall be licensed to do business by the City of Roswell, New Mexico.

17. Pursuant to NMSA 1978 §13-4-11 (A), state wage rates shall apply to any bid or proposal on construction or public works projects in excess of \$60,000.00. In addition all bidders and Offerors shall comply with federal wage rates on applicable projects.
18. Pursuant to NMSA 1978 §13-1-146, a bid security or bond shall be required of Offerors for construction contracts in excess of twenty-five thousand dollars (\$25,000). Bid security or bond in an amount equal to at least five percent (5%) of the amount bid shall be a bond provided by a surety company authorized to do business in the state of New Mexico, or the equivalent in cash.
19. All Offerors must complete the **CAMPAIGN CONTRIBUTION DISCLOSURE FORM** included in this REQUEST FOR PROPOSAL packet. Failure to do so will result in rejection of said proposal.
20. Pursuant to NMSA 1978 §13-1-115, Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible Offerors who submit proposals found to be reasonably likely to be selected for award. This section shall not apply to architects, engineers, landscape architects and surveyors who submit proposals pursuant to Sections 13-1-120 through 13-1-124 NMSA 1978.

LUPITA EVERETT
CITY OF ROSWELL
CHIEF PROCUREMENT OFFICER

RFP-18-008
FLEET MANAGEMENT & MAINTENANCE SERVICE SPECIFICATIONS

I. General

A. City's Intent

1. The City of Roswell is seeking sealed proposals for a Contractor to institute Fleet Management and Maintenance Operation for preventive maintenance and repair of the City's fleet of vehicles and equipment and related responsibilities.
2. It is the intent of the City of Roswell to procure the services of an experienced Contractor who will manage the City's fleet maintenance and repair operation, acquire the City's current useable parts inventory and continue to manage the inventory for the City's fleet maintenance and repair, and to perform other functions routinely associated with the efficient management of the City's fleet (collectively referred to as the "Fleet Services").
3. The City would pay for actual services received. The Contractor will be required to designate an hourly rate for actual service, on the attached Cost Proposal Form.
4. The goals of this procurement include:
 - a) Reduced overall fleet maintenance cost.
 - b) Improved vehicle and equipment availability.
 - c) Increased overall fleet operating efficiencies including a reduction in capital expenditures for fleet assets.
 - d) Improved services offered to the City's departments using fleet vehicles.

B. Background

1. The City of Roswell currently operates a total fleet of approximately 600 vehicles and pieces of equipment. The Fleet Department is responsible for rolling stock asset and operation management.
2. Fleet maintenance for most City vehicles and equipment is currently performed at the City's maintenance facility located at: 515 N. Main Street and at the Sanitation Department located at: 3006 W. Brasher Road.
3. **Additional points will be awarded to Offeror that can provide their own maintenance facility location in Roswell, NM., instead of the City's facility located at 515 N. Main Street location.**
4. The City intends to establish cost and performance standards for Fleet Services with liquidated damages should the Offeror fail to meet these standards. The City is particularly interested in the following maintenance performance:
 - a) Vehicle availability
 - b) Preventive Maintenance scheduling and completion performance
 - c) Unscheduled repair performance
 - d) Parts availability

- e) Quality of work.
- f) Road call performance, 24 hours a day/7 days a week
- g) Re-repair out of service time
- h) Manufacturer's warranty/recall adherence
- i) Reporting adherence
- j) Response time adherence
- 5. The Offeror shall not be responsible for buying or stocking fuel.
- 6. The City intends to conduct a two-step procurement for these Fleet Services. Step one is evaluation of the written and oral (if necessary) proposals submitted in response to this RFP. Step two is negotiation of the final Agreement with the Offeror whose proposal is highest ranked.
- 7. Substantial deviations from the minimum requirements of this RFP and the Statement of Work may cause disqualification from further consideration at the discretion of the City.
- 8. Offeror to provide Diagnostic computer and Technical support programs cost to be included in price.
- 9. Offeror will not bill for repairs until all work is completed on each unit.
- 10. Shop supplies are not to be included into price of work.

II. Statement of Work

A. General

- 1. The Offeror shall provide scheduled preventive maintenance, remedial repairs, towing, parts inventory acquisition and management, and other associated Fleet Services required to ensure the continuity of effective and economical operation of the City vehicles and equipment.
- 2. The Offeror will furnish all necessary supervision, labor, parts, supplies and sub-contract work required to maintain the fleet in a state-of-repair and service consistent with the generally accepted industry fleet practices and as more specifically defined in this RFP. The Offeror will effectively manage the fleet assets of the City and implement a life-cycle costing program for the City's fleet management.
- 3. Between the date of contract execution and the date the Offeror actually occupies the facility, a complete physical inventory of office and shop equipment will be made by representatives of the City and the Offeror. This inventory shall be repeated annually or more frequently if determined necessary by the City.
- 4. The City will supply gas, water and electricity for the City owned maintenance facilities at no cost to the Offeror. Telephone service will be the responsibility of the Offeror.
- 5. The City owned maintenance facilities will be maintained by the City, including repairs, maintenance, and/or renovations with the Offeror being responsible for informing the City of degraded conditions and the need for replacement or renovations.

B. Hours of Service

1. Hours of services will be established in accordance with City hours. Presently the hours are 5 a.m. to 6 p.m. The hours can be adjusted as agreed upon by both parties.
2. The Offeror will observe holidays in accordance with the City's holiday schedule. The Offeror may work on scheduled holidays, but must not expect delivery of vehicles scheduled for PM or other maintenance services. The City has eleven paid holidays - New Year's Day, Martin Luther King Jr Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the following Friday and Christmas Eve and Christmas Day.
3. The City's work week is Monday through Friday.

C. Security

1. The Offeror may change the locks on the maintenance facilities and equipment leased for the duration of the contract, with prior City approval. Offeror shall provide duplicate keys to the Contracting Officer within twenty-four hours of changing any lock.
2. The Offeror shall also provide for the security of the City's vehicles and equipment while in the Offeror's possession for maintenance or repair. Damage to any vehicle at the maintenance facilities awaiting fleet services or other services of Offeror shall be covered by required insurance policies as set forth herein.

D. Preventive Maintenance

1. A preventive maintenance (PM) program will be established for all vehicles and equipment that are the responsibility of the Offeror. The PM program will be designed in accordance with recognized industry standard fleet management practices and will meet the terms and conditions necessary to comply with the original equipment manufacturer's (OEM) specifications, or other specific warranties and recommendations.
2. At a minimum, the Offeror must perform a PM inspection on each vehicle as according to the attached list.

E. Preventive Maintenance Schedule A

All maintenance and service received will be summarized in a report or receipt given to the driver when the work is completed. Although subject to change as agreed by the Offeror and the City, the PM work will meet the following minimum requirements.

1. Every PM Interval, perform Items 1-5. Every **Other** PM Interval, also perform 6-11.
2. Safety Checklist

- a) Tires, record tread depth of all tires a minimum of 3/32 tread depth shall be maintained (5/32 for emergency and essential use vehicles)
 - b) Lights-exterior and interior lights and gauges
 - c) Windshield wipers
 - d) Fluid levels
 - e) Battery and charging system; also clean terminals and check cables
 - f) Heating/air conditioning system
 - g) Exhaust system and exhaust hangers and clamps
 - h) Steering and suspension
 - i) Frame, cross members and body joints
 - j) Drive shaft/U-joints
- 3. Inspect critical components (hoses, belts, etc.) and replace any worn or damaged components.
 - 4. Inspect vehicle appearance (look for body damage, rust, interior condition, etc.)
 - 5. Engine oil and oil filter – change
 - 6. Lubricate chassis, hinges, locks, etc.
 - 7. Emission controls – service
 - 8. Brake inspection – record remaining life (replace worn, damaged or leaking components.
 - 9. Cooling system (service if needed)
 - 10. Starter/charging system (check and repair or replace deficient components)
 - 11. Inspect air cleaner element and replace, if needed

F. Preventive Maintenance Schedule B

- 1. Perform Items 1-11 as stated on PM Schedule A above and for every fourth PM interval, perform these additional items:
 - a) Tires – rotate and balance
 - b) Front wheel bearing – service
 - c) Automatic transmission service including adjustment, fluid change and filter.
 - d) Tune engine and test emissions

G. Routine Maintenance and Repairs

- a) Perform repairs as required: road test and correct deficiencies.

H. Yearly Maintenance and Inspection

- 1. Inspect and test vehicles and power-operated equipment on an annual basis in accordance with Federal and State laws. Inspections and tests shall be performed by the Offeror in the maintenance facilities by properly authorized and trained mechanics.
- 2. Annual maintenance shall be performed by Offeror.
- 3. Perform other statutory inspections and tests that may be required by Federal, State laws or DOT.

I. Non-Vehicular Equipment

Maintain hourly miscellaneous equipment in compliance with the OEM specifications or as necessary.

J. Daily Scheduling

1. PM activities should interfere minimally with the operator's normally required work schedule. Therefore, vehicle and equipment PMs should be scheduled at times mutually agreed upon by the Offeror and the City.
2. The Offeror shall develop and provide an automated PM schedule to the City with notification lead time of not less than ten (10) working days to the vehicle user.
3. PM schedule notification, referencing both the department and unit number, shall be provided in writing to the designated Department representative. The Offeror will be responsible for all contact with departments regarding vehicle PM scheduling. The city, the designated department representatives, and the vehicle and equipment operators will be responsible for keeping scheduled appointments for PM.
4. Offerors are asked to include in their Proposals policies regarding PM appointments missed by the City and vehicle operators.

K. Performance

The timely performance of PM is incumbent upon the Offeror for all fleet vehicles. It is incumbent upon the Offeror to schedule, notify and perform the scheduled PM.

L. Repairs

1. The Offeror shall make specific repairs to vehicles and equipment that are identified through PM, by users, and by breakdown or malfunction. Repairs shall be made as required, limiting the nature and extent of repairs to those consistent with the age, mileage, and cost to repair criteria of good fleet maintenance.
 - a) Repairs estimated to exceed **\$1,000** must be analyzed by the Offeror to determine the repair's cost effectiveness and be specifically approved by the City. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the Offeror to the City.
2. The Contract shall provide unscheduled repairs to vehicles under and established repair priority system. The system shall be subject to approval and modification by the City. Emphasis should be placed on the timely repair of emergency vehicles, specialty equipment, and unique equipment that is not redundant throughout the City's fleet. Offerors shall include in their proposal a recommended repair priority system for the City.

M. Road Calls

The Offeror shall provide emergency road service calls, including towing service, for vehicles in the City's fleet. The Offeror shall have persons on call to expeditiously handle vehicle breakdowns. The Offeror shall tow any City-owned or leased vehicle requiring service.

N. Quick Fix

The Offeror shall provide a quick fix function for minor repairs of less than a one hour duration when the vehicle operator chooses to wait for the service. Vehicles repaired under Quick Fix are to be moved to top priority. Examples of quick fix repairs include fluid replenishing, windshield wiper service and headlight replacement. PM will not be conducted as a quick fix function.

O. Warranty

The Offeror shall administer all warranties and recalls both for vehicles and parts, associated with Fleet Services. Warranty work will be reimbursed directly to the Offeror by the equipment manufacturer and the City will not be charged for such work.

P. Re-Work

1. The Offeror shall track and identify multiple repairs for the same deficiency on the same vehicle (re-work) and shall not include in the monthly statement costs for re-work occurring before the scheduled time after the original repair.
2. The Offeror's guidelines for re-work shall be the lesser of:
 - a) Engine overhaul 12 Months or 12,000 Miles.
 - b) Brake overhaul (emergency and non-emergency vehicles) – 12 months or 6,000 miles
 - c) Tune up – 12 months or 6,000 miles
 - d) General Repair (excluding electronic components) – 12 months or 6,000 miles
3. These minimum standards may be adjusted by the Offeror to reflect the City's fleet composition. Any adjustments should be clearly stated in the Offeror's proposal to the City.

Q. Outside Repairs

1. The Offeror shall be responsible for arranging and managing outside repairs that cannot be performed economically in-house; and shall be responsible for continued review of the necessity of specific outside repairs as opposed to performing in-house repairs. These outside repairs may include glass replacement, transmission sealing and repair, radiator work and such other work that can be utilized at minimum cost to the City.
2. The Offeror's plan for outside repairs shall be stated in the proposal.
3. The plan shall be periodically and informally reviewed by the City and the

Offeror to ensure that the outside repair decisions remain justified. All responsibility (paperwork, invoicing, quality control, vehicle movement, vehicle security, etc.) shall be that of the Offeror.

4. Sub-Contractor repairs invoicing shall be the sole responsibility of the Offeror.

R. Vehicle Preparation and Disposal

1. The Offeror shall prepare newly acquired vehicles for service. Preparation shall include inspections, installation of special equipment, transfer of special equipment from old units, and coordination of radio installation by the radio Offeror. Equipment removed from vehicles will be returned to the department as soon as possible, and never stored outside.
2. Offeror shall prepare for the disposal of all vehicles to be sold by the City. Preparation shall include removal of tags, decals and special equipment, and other paper work. The City department will be notified as soon as possible when equipment is removed. Offeror shall assist the City with vehicle and equipment auctions.
3. Offeror shall describe in the Proposal plans for assistance with vehicle and equipment preparation and disposal.

S. Housekeeping

1. Daily Tasks
 - a) Empty garbage
 - b) Sweep shop floors
 - c) Clean sink area
 - d) Clean and Hang up Hoses
 - e) Put all Equipment and tools in their place
 - f) Drain air compressor tank
 - g) Remove all oil and other fluid spills
 - h) Keep individual work areas clean
 - i) Keep all work benches clean and uncluttered
2. Weekly Tasks
 - a) Clean all shop equipment
 - b) Check all shop equipment for correct operation
 - c) Sweep and Mop Shop Floors
3. Monthly Tasks
 - a) PM all shop equipment
4. Yearly Tasks
 - a) Paint and clean all lifts
 - b) Paint yellow lines on floor
5. Cleaning of the bathrooms and office areas are the responsibility of the Offeror.

T. Accidents

1. City safety department will be responsible for processing all accident claims.
2. The city fleet manager will be responsible for processing all accident repairs

including appraisals.

U. Parts

1. With the exception of fuel, the Offeror shall furnish all parts and supplies necessary to maintain and repair vehicles and equipment. Parts installed by the Offeror shall meet OEM specifications.
2. Parts installed on vehicles and equipment shall be identified by part number and cost on the work order for the appropriate assignment.
3. Offeror will allow use of salvaged parts from vehicles and equipment owned by the city with the fleet manager's approval.

V. Inventory

1. The Offeror shall maintain an adequate parts inventory. A management information system shall be used to monitor the parts inventory and track parts usage on the City's fleet. At a minimum, the electronic system shall be capable of generating a complete inventory by part number and part cost, and a usage rate history of each part normally stocked.
2. Offerors shall describe their program for inventory control, ability to provide volume purchasing programs, and plans to utilize local Offerors and suppliers, as appropriate, in their Proposals to the City.
3. The City shall reserve the right to purchase at cost from the Offeror all of the active parts in inventory upon completion or termination of the Contract.
4. Offeror will obtain best tire pricing.
5. Offeror will provide best pricing for oil and fluid, Bulk pricing if possible.

III. Reporting

The following minimum requirements for reporting and record-keeping will be in effect for the term of the contract. Offerors are asked to submit, as part of their Proposals to the City, any additional reporting methodologies they would recommend enacting in the best interest of the City and management of the City's fleet.

A. Records

1. Upon prior notice to the Contract Project Manager, the Offeror shall provide the City's authorized representative(s) access at all reasonable times to all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda of every description related to the Fleet Services for the City, and shall provide to the authorized representative(s) cost verification for work.
2. Advanced operating system capable of cost category classification.
3. Provide City fleet manager and department heads with access to computer program as a read only to be included at no additional cost to city.

B. Files

1. The Offeror shall maintain a complete file of service manuals, service bulletins, lubrication charts and other information needed to properly service and repair the fleet of the City.
2. A hard copy history folder shall be maintained by the Offeror for each vehicle. This folder will contain, in chronological order, all work orders generated on the vehicle. The folder shall also contain the vehicle's make, model, year and serial number along with invoice information.
3. All electronic data (stored in the Contactor's MIS) shall be owned by the City and made available to the City's authorized representatives at any time during the contract. The software and MIS shall be owned by the Offeror.

C. Weekly Report

1. The Offeror shall generate a weekly report for delivery to the City before noon each Monday. The weekly report shall be in memo format and shall include from the previous week's activity:
 - a) A listing of vehicles not delivered for a scheduled PM. The listing shall include the assignee's name and department, if known.
 - b) Repair activity, by Department
 - c) A status report on vehicles out of service for more than seven (7) days.
 - d) Number of work orders processed.
 - e) Summary or progress in all work performance areas subject to liquidated damages.

D. Monthly Report

1. The Offeror shall provide a consolidated monthly management report to be delivered to the City on or before the 10th calendar day of the month following the reporting period.
2. This report shall include, but not be limited to:
 - a) Maintenance costs for the month.
 - b) Failure/attainment in each performance area subject to liquidate damages for that month and cumulative damages for that contract year.
 - c) Costs for accidents.
 - d) Discovery or indication of abuse by the vehicle user in excess of normal wear and tear.
 - e) Number of shop orders.
 - f) Number of service calls.
 - g) Number of vehicle PMs scheduled/completed.
 - h) Downtime by category of vehicle (i.e. trucks, cars, heavy equipment, etc.) and in total
 - i) Cumulative records of sub-contracted work.
 - j) Total labor hours expended.
 - k) Total parts cost.
 - l) Problem/accident summary.

E. Annual Performance Report

1. The Offeror shall provide the City with a written annual performance report which summarizes the year's activity, within thirty (30) days following the end of the contract year. The annual performance report should include yearly data for those categories presented in the monthly reports, as well as any additional performance information the Offeror believes should be included.
2. Offerors shall include as part of their Proposals to the City a copy of a sample annual performance report.
3. The Offeror shall provide a statement indicating the solvency of the Offeror as part of the annual report. This may take the form of a standard issue corporate report or annual audit of the Offeror's resources.

F. Invoices

1. The Weekly Report as outlined in 'C' above shall be utilized as the weekly invoice and shall be paid to the Contractor by the following week on Monday.
2. The Offeror shall prepare verification data of any items questioned for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question. The City will be responsible for paying the remainder of each month's invoice when individual invoice line-items are awaiting dispute resolution.

G. Fleet Management Information System

1. Offeror will own, install, implement and maintain all hardware and software necessary for an electronic record-keeping and reporting system for all services being contracted. The information system shall provide records of all repairs and servicing activities performed for each vehicle or piece of equipment.
2. Offerors should include in their Proposals to the City a complete description of the Offeror's MIS, including sample reports, hardware requirements, staffing plan to input and maintain MIS data, Corporate MIS support programs and personnel, training and orientation programs, and system configuration. The City may, at its discretion, request a demonstration of the Offeror's proposed fleet MIS, as part of the oral presentations or visits to the Offeror's other existing fleet management sites prior to contract award.
3. At the end of contract the Offeror will provide a copy of all history files with a break down into cost classifications.
4. Offeror will provide access to system at no cost to city.

IV. Value Added Services

A. Emergencies

1. The Offeror shall mobilize the shop and provide repair and maintenance

services for the duration of emergency situations. Such service shall include adequate staffing to ensure continued vehicle operations at a level determined to be required by the City.

2. Offerors shall describe the invoicing for emergency services in their Proposals to the City.
3. Offerors are encouraged to provide references regarding the Offeror's ability to respond during emergency situations.

B. Purchases

The Offeror shall assist the City in preparing purchase specifications for additional or replacement vehicles and service equipment as needed. In addition, the Offeror shall assist the City with inspections and assessment of used vehicles and equipment under consideration for purchase or lease. The Offeror shall identify and nominate for the City's purchase any other equipment that will reduce the cost of maintenance and/or improve the quality of Fleet Services.

C. Investigations

The Offeror shall support the City with technical investigations related to the automotive fleet, such as, investigations related to accidents, fire, or other issues of a technical nature.

D. Hazardous Waste

1. The Offeror shall be responsible for and shall propose/retain Offerors for the disposal of all hazardous waste generated during the course of the Contract.
2. The Offeror shall maintain records for all hazardous chemicals and other hazardous waste. The records shall contain the materials' origin, use, transportation, and ultimate distribution and disposal. All disposal shall be in accordance with current City, State and Federal laws and EPA regulations.
3. The Offeror shall provide training and management for employees working with and handling hazardous materials, in accordance with laws and EPA regulations. The Offeror shall hold the City free of liability for all actions of the Offeror relating to waste disposal.
4. Contactors shall include in their Proposals to the City a description of their qualifications to handle waste streams generated as a part of normal City Fleet Services and a written Hazard Communication Program.

E. Staffing Provisions

1. The Offeror shall provide a sufficient number of ASE Certified technicians and mechanics to service City vehicles to be responsible for selecting personnel to perform the services to be provided hereunder. The Offeror shall be required to perform pre-employment and DOT random certified drug testing for all proposed Offeror employees.

2. Offeror must provide the number of proposed vehicle technicians on staff at all times.

F. Drug and Alcohol Testing

1. The Offeror shall have in place, a drug and alcohol testing policy and program meeting the current requirements of the Department of Transportation (DOT) Rules, 49 CFR PART 40 for procedures for transportation workplace drug and alcohol testing program and Federal Transit Administration (FTA) 49 CFR PART 655 for prevention of alcohol misuse and prohibited drug use in transit operations. The Offeror must certify, in writing, that the company's drug and alcohol policy/program:
 - a) Is in full compliance with the DOT/FTA regulations; regardless of its compliance with other rules such as FMCSA. The DOT/FTA guidelines supersede the FMCSA for this contract.
 - b) Has been adopted by the Board of Directors or Corporate Owners and distributed to all safety-sensitive employees assigned to this contract;
 - c) Bears a signature of the Board Chairperson or Corporate Owner and
 - d) Is in effect and that all employees performing safety-sensitive job duties as defined by FTA assigned to this Contract are subject to drug and alcohol testing under DOT/FTA regulations and requirements.
2. The Offeror shall submit a copy of its drug and alcohol testing policy and program meeting the requirements as listed above as part of the bid documents and must be approved by the City prior to being awarded work against this contract. Proof of compliance with these requirements shall be furnished to the City in the form of a drug and alcohol testing policy and all associated Drug & Alcohol Exhibits. The program will be unacceptable unless it clearly shows that all of the above stipulated requirements have been met.
3. The Offeror, as a DOT regulated employer, shall assure that the drug and alcohol testing record of all applicants that are intended to be hired into safety-sensitive job functions is on file per 49 CFR Part 40.25.

G. Offeror's General Manager

The Offeror's General Manager shall have proven experience managing and maintaining municipal fleets and/or fleets of similar composition. Candidates for General Manager shall be presented to the City for specific approval.

H. Staffing Requirements

The Offeror shall be responsible for supplying an adequate number of qualified employees to work on the City's Fleet and service the vehicles and equipment in a timely manner.

V. Performance

A. Right to Require Performance

The City's failure at any time to require performance of any provisions of the Agreement by the Offeror shall in no way affect the right of the City thereafter to enforce same. Any waiver by the City of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

B. Liquidated Damages

Liquidated damages, may be assessed against the Offeror should performance standards for the indicated items not be met. The liquidated damages will be reviewed and assessed on a monthly basis by the contract administrator.

C. Bonds

All offeror's security will be retained until a contract has been awarded and executed. All bonds shall be issued by an approved surety company, licensed in the State of New Mexico.

1. Performance Bond

- a) Performance bond shall mean the security approved by the City and furnished by the Offeror as an assurance that the Offeror will execute the work and will pay all lawful claims in accordance with the terms of the Contract.
- b) The Offeror shall also furnish a Performance Bond executed by a Surety Company duly authorized to do business in the State of New Mexico, in an amount equal to one hundred percent (100%) of the contract price, as security for the faithful performance of the contract.
- c) No Contract shall exist until the City receives a duly executed performance bond made payable to the City. In the event the bond is not delivered within twenty (20) days of Notice of Award, then the offer shall be considered null and void and the award shall be made to the next most responsive Offeror.

2. Bid Bond

Bid bond or bid guaranty shall be submitted in the amount of not less than 5% of the greatest amount proposed for the first year contract cost.

D. Insurance

1. Mandatory Insurance Requirements

Prior to the commencement of the Agreement, the Offeror shall obtain and keep in full force and effect until the termination of the Agreement, the following insurance with an insurance company licensed and qualified to do business in the State of New Mexico, as evidenced by a Certificate of Insurance and/or certified copies of the insurance policy(ies).

2. Worker Compensation – Statutory minimum limits
3. Employers' Liability with a minimum of \$1,000,000 combined single limit.

4. Commercial General Liability
5. Minimum \$1,000,000 combined single limit of Bodily Injury and Property Damage per occurrence including the following coverage:
 - a) Contractual Liability
 - b) Premises and Operations
 - c) Independent Offerors
 - d) Completed Operations and Product Liability
 - e) Personal Injury
6. Automobile Liability
Minimum \$1,000,000 combined single limit of Bodily Injury and Property Damage per occurrence including the following:
 - a) Owned automobiles
 - b) Hired automobiles
 - c) Non-owned automobiles
7. Garage Keeper's Legal Liability
Minimum Limits - \$1,000,000 per occurrence
8. Additional Insured
The City shall be named as an additional insured on all liability policies.
9. Policy Cancellation
Sixty (60) days written notice of cancellation or of any material change in the policy(ies) is required.
10. Certificate Holder: City of Roswell, New Mexico

E. Working Conditions

In the performance of the Agreement, the Contactor shall adopt working conditions, and other employment policies which meet the approval of the City and comply with current applicable Federal or State laws.

1. Job Safety Compliance
 - a) It shall be the responsibility of the Offeror to comply with all the provisions applicable to the Occupation Safety and Health Act as enforced by the U.S. Department of Labor and to require all employees to comply with this law and all regulatory State or local laws affecting job safety. At a minimum, Offeror will provide a written Safety Program, a "Lockout/Tag out" Program, a safety training program for maintenance facility employees, and a performance-based safety incentive program for all maintenance technicians.
 - b) Lock out/Tag out is a program by which the Offeror can "lock out" or "tag out" a vehicle so that the only means to re-energize or re-start the vehicle is for servicing or maintenance.
 - c) It shall be the Offeror's responsibility to maintain throughout the contact period a safety and accident prevention program which meets requirements of Federal, State and local codes and all other authorities having jurisdiction over this work.
2. Equal Opportunity Compliance
 - a) Agreement and Certification of Compliance with Federal Laws and Regulation.
 - i. The City and the Offeror (hereinafter jointly referred to as "Offeror" for

the purpose of this Agreement) are subject to the requirements of Executive Order 11246, as amended; Executive Order 11625; Section 402 of the Vietnam Era Veterans Readjustment Act of 1972, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and related rules and regulations of the Department of Labor and the Office of Federal Contract Compliance Programs.

- b) The Equal Opportunity Clause
 - i. During the performance of this contract, Offeror agrees to be bound by the following provisions as contained in Section 202 of Executive Order 11246, as amended, to wit:
 - ii. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Offeror will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such actions shall include, but not be limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - iii. The Offeror will, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - iv. The Offeror will send to each labor union or representative of workers for which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the Offeror's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - v. The Offeror will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
 - vi. The Offeror will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts, by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - vii. In the event of the Offeror's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in

part and the Offeror may be declared ineligible for further Government contracts in accordance with procedures authorized by Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

- viii. The Offeror will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Sub-Contractor or Offeror. The Offeror will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Offeror becomes involved in, or is threatened with litigation with a Sub-Contractor or Offeror as a result of such direction by the contracting agency, the Offeror may request the United States to enter into such litigation to protect the interest of the United States.
- c) Certification of Non-Segregated Facilities
 - i. Offeror certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishment, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. Offeror agrees that a breach of his certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed Sub-Contractors for specific time periods) he will obtain identical certifications from proposed Sub-Contractors prior to the award of such subcontracts exceeding \$10,000.00 which are not exempt from the provisions of Equal Opportunity Clause, that he will retain such certification in his files, and that he will forward notice to such proposed Sub-Contractors (except where he has obtained identical certification from proposed Sub-Contractors for specific time periods.)
- d) Notice to Prospective Sub-Contractors of Requirement for Certifications of Non- segregated Facilities
 - i. A Certification of Non-segregated Facilities as required by the May 21, 1968, order on Elimination of Segregated Facilities, by the Secretary of Labor (33 Fed. Reg.

- ii. 7804, May 28, 1968), must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. The Certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).
 - e) Note: The penalty for making false statements in offers is proscribed in 18 U.S.C. 1001.
3. Employer Report EEO-1
- a) The undersigned Offeror further agrees and certifies that if the Offeror has 50 or more employees, Offeror will file a complete and accurate report on Standard Form 100 (EE)-1) with a Joint Reporting Committee at the appropriate address per the current instructions within thirty (30) days of the Contract award and otherwise comply with and file such other compliance reports as may be required under Executive Order 11246, as amended, and Rules and Regulations adopted there under.
 - b) Written Affirmative Action Program (if this Contract exceeds or will exceed
 - i. \$50,000)
 - ii. The undersigned Offeror further agrees and certifies that if the Offeror has 50 or more employees, Offeror will develop a written affirmative action compliance program for each of its establishments as required by Title 41, Code of Federal Regulations, Section 60.1.40 and 60.2
 - c) Veteran Employment Clause
 - i. Offeror agrees to abide by and comply with provisions of the Affirmative Action Clause, Section 60-250.4 of 41 C.F.R. unless exempted as therein provided and which provisions are incorporated herein by reference to the same extent as though set forth herein full.
 - d) Executive Order 11758 – Employment of Handicapped Persons
 - i. Offeror agrees that it will abide by and comply with the provisions of the Affirmative Action Clause, Section 60-741.4 of 41 C.F.R. (41 Fed. Reg. 16150, April 16, 1976), Affirmative Action for Handicapped Workers, which provisions are incorporated herein by reference to the same extent as though set forth herein in full.
 - e) Federal Procurement Regulation Amendment 153 – Utilization of Small Business Concerns Clause
 - i. It is the policy of the Government that a fair portion of purchases and contracts for supplies and services for the Government be placed with small business concerns.
 - ii. The Offeror agrees to accomplish the maximum of subcontracting to small business concerns that the Offeror finds to be consistent with the efficient performance of this Contract.
 - f) The Executive Order 11625 – Utilization of Minority Business Enterprise
 - i. It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.
 - ii. The Offeror agrees to use his best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this Contract. As used in this Contract, the term “minority

business enterprise” means a business, at least fifty-one (51%) percent of the stock of which is owned by minority group members. For the propose of this definition, minority groups or members are African Americans, Mexican Americans, Asian Americans, Native Americans. Offerors may rely on written representations by Sub-Contractors regarding their status as minority business enterprises in lieu of independent investigation.

VI. Terms

Where the following terms occur herein, the intent and meaning shall be as follows:

A. Offeror

Offeror shall mean the individual, partnership, or corporation (or legally authorized representative if the context so requires) who or which agrees, for a stipulated sum, to perform the work or service, or to furnish materials or equipment, or both, as set forth in a contract with the City of Roswell, New Mexico.

B. Contract

Contract shall mean an agreement executed by the City and the Offeror for the performance of the work and services, and the furnishing of materials or equipment, or both, as set forth in this Request for Proposal. The documents that will form the contract include this “Request for Proposal”, all attachments hereto, the winning Offeror’s “Proposal”, and the subsequent “Contract Agreement.”

C. Surety

Surety shall mean the party who is bound with and by the Offeror to ensure the payment of all lawful debts pertaining to and for the acceptable performance of the Contract.

D. Contracting Officer(s)

Contracting Officer(s) shall mean the designated representative(s) of the City with the authority to direct and modify the Contract Agreement with the Offeror.

E. Fleet

Fleet shall mean all of the units listed as well as units that may be added to or deleted from the City fleet, subject to agreement by the Offeror.

F. Downtime

1. Downtime shall mean the percentage of time a piece of equipment is unavailable for use due to a need for repair or PM work. Downtime is calculated

as follows:

2. Number of hours unit is not available divided by 24 hours per day.
3. Downtime begins when a unit is brought to the garage for authorized repair work, or upon receipt of notification that a unit requires towing to the garage for authorized repair work. Downtime ends when the department to which the unit is assigned is notified that the unit is available for service. Downtime does not include the time to make repairs necessary as a result of vehicle abuse, accidents, warranty, vandalism, or Acts of God.

VII. General Conditions or Proposal

A. Contract Term

The duration of the contract will be from **July 1, 2018** to **June 31, 2020** for twenty-four (24) months. Further, this contract may be renewed, expanded and extended by mutual agreement in annual increments for a renewal period of one (1) year for up to two (2) renewals, provided that the funds for subject contract are available and approved annually by the City Council and that the Offeror has established a satisfactory record of performance.

B. Offeror's Relationship to the City

1. Offeror as Independent Offeror

It is expressly agreed and understood that the Offeror is in all respects an Independent Offeror as to the work, and that the Offeror is in no respect an agent, servant or employee of the City. This contract specified the work to be done by the Offeror, but the method utilized to accomplish the work shall be the responsibility of the Offeror.

2. Subcontracting

Offeror may subcontract services to be performed hereunder with the prior approval of the City, which shall not unreasonably withhold approval. No such approval will be construed as making the City party of, or to, such subcontract, nor shall approval be construed as subjecting the City to liability of any kind to any Sub-Contractor. No subcontract shall, under any circumstances, relieve the Offeror of its liability and obligation under this Contract, and despite such subcontracting the City shall deal through the Offeror, and Sub-Contractors will be dealt with as workmen and representatives of the Offeror. It is The Offeror's responsibility to ensure that approved Sub-Contractors have achieved the same liability coverage as the Offeror.

3. City Representative(s)

Unless provided otherwise elsewhere in the contract, the City may authorize representative(s) to act on behalf of the City on all matters relating to this contract, and/or services being performed hereunder. The representative(s) shall decide all questions which may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.

4. Inspection of Work

The Offeror shall furnish the City or authorized representative(s) with every reasonable opportunity to determine whether the work is performed in

accordance with the requirements of the contract. The City may appoint qualified persons to inspect the Offeror's operations and equipment, and Offeror shall permit these authorized representative(s) to make such inspections at a reasonable time and place. The Offeror shall provide read-only access to all MIS data as an additional means for the City to inspect the Offeror's work.

5. Termination of Contract

Upon Thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the Offeror, the City may without cause and without prejudice to any other right or remedy, terminate the Contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City the notice of termination to the Offeror must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Offeror shall discontinue all work on the appointed last day of service and vacate the premises.

6. Performance Standard/Liquidated Damages

Acceptable Performance Standards	Liquidated Damages
a. Vehicle re-repairs may not exceed four (4) per month.	1.0% of total management fee
b. Response and repair time for priority vehicles may not be exceeded for more than one vehicle per month.	2.5% of total management fee
c. Total adherence to Administrative report deadlines	0.7% of total management fee

C. Costing Methodology

1. Parts/Outside Services

The Offeror will charge the City for parts and outside services as the items or services are utilized, as reflected in the Offeror's repair orders.

2. Administrative Costs and Management Fees

Line items in the approved budget for management fees will be charged to the City for each accounting period on a pro rata basis. These items will not be subject to documentation.

3. Capital Expenditures

Any and all City approved capital expenditures of the Offeror for equipment or other capitalized items (i.e., engine analyzer), in connection with the services and work to be provided by the Offeror hereunder, shall be the City's responsibility.

4. Adjustments to the Approved Budget

a) Vehicle and Equipment List

- i. The attached vehicle and equipment list should be used by all Offerors to determine their proposed costs to provide comprehensive fleet management and maintenance services to the City of Roswell as described in the requirements of this RFP.
- ii. NOTE: This vehicle and equipment list should be used as a guideline for determining the types of maintenance that will be required on the different vehicles and equipment that the City must maintain. The list may not be 100% accurate. It should be used as a guide for estimating the different

maintenance requirements for the City.

b) Annual Adjustments

During the Annual Meeting between the City and the Offeror, the Offeror's performance will be reviewed. The City will present a "report card" that includes the City's assessment of Offeror performance in the areas of fleet maintenance, operations, cost/performance, targets, and other issues. The meeting shall also include a review of the Offeror's cost of doing business. With the exception of labor, escalation of the approved budget for the ensuing year shall not exceed the Consumer Price Index (CPI) for all urban consumers in the Transportation Category of the State for the prior year. Labor costs shall remain constant for the full length of the agreement. Changes to the Contract shall be documented in a Contract Amendment.

VIII. Proposal Requirements

A. Offeror Response

1. This Request for Proposal (RFP) represents the requirements of the City to procure Offeror services for City fleet management and maintenance services for the Fleet Maintenance Facility.
2. The following section provides a general description of information to be included in proposals. Proposals must be submitted in the format outlined in this Attachment. Additional information may be submitted in the form of separate bound appendices. Offerors must furnish all information required by the request.

B. Incurring Costs

All costs incurred in the preparation and submission of proposal will be borne by the Offeror.

C. Economy of Preparation

Proposal documents must be prepared simply and economically, and provide a straightforward, concise delineation of capabilities proposed to satisfy the requirements of the RFP. Unnecessarily elaborate brochures or other presentations are not required. Completeness and clarity of content must be emphasized. All brochures, presentations and items submitted in support of proposals will become part of the Contract.

D. Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn in writing to be received prior to the closing date and time specified. Proposals may be withdrawn in person by an authorized representative of the Offeror.

E. Solicitation of Addenda

1. In the event an addendum to this RFP is issued, all solicitation terms and conditions will remain in effect unless specifically changed by the addendum.
2. If an Offeror desires to change a proposal that already has been submitted, the change may be made by a signed letter that refers to the RFP and addendum number(s). The letter must be received at the designated place, prior to the hour and

date specified for receipt of proposals in the amended RFP.

3. All signatures on proposals, amendments, or related correspondence must be by persons who are authorized to contractually bind the Offeror.

F. City Procurement Regulations

City procurement regulations will be used throughout the solicitation, evaluation, award and administration process for this proposal/contract.

G. Submission Requirements

1. This section provides a summary of information to be included in fulfilling the requirements of this RFP. Offeror must emphasize the rationale for the particular solution being proposed and emphasize its unique advantages.
2. Offeror will submit a proposal for a City fleet management and maintenance project to meet the minimum requirements identified. The requirements stated herein do not preclude Offeror from furnishing additional information as deemed appropriate. Substantial deviation from the minimum requirements stated herein may be cause for rejection from further consideration.

H. The Offeror's submitted proposal shall include at a minimum, the following sections.

1. Scope of Services

Offeror will include in their approach to completing the work elements described in the Statement of Work section of this RFP. The Scope of Services will address each task in the Statement of Work, listed numerically to correspond with the RFP.

2. Management Approach

The Offeror's approach to management of both the fleet and this assignment are to be included. The section should include complete staffing and management information, including a listing of full-time equivalent personnel. A reporting structure will be provided along with the specific responsibilities of each delineated position. The Offeror's Management Approach should include Quality Control programs and other Management Control programs deemed necessary by the Offeror for effective fleet management and maintenance.

3. Transition Plan

Offerors should include complete details regarding their proposed start-up plan for the Contract with the City, including additional staffing and corporate resources that will be utilized during the transition. Offerors should pay particular attention to the issues the Offeror and the City will face during the transition period. Offerors should outline any additional costs to the City associated with the transition.

4. Qualifications and Experience

- a) Proposals must include a brief summary of applicable past experience to show proven and demonstrated ability to execute the requirements of the RFP. Further, Proposals must include a list of at least three (3) to five (5) current clients for whom the Offeror provides municipal fleet management and maintenance.
- b) The listing should contain the following information for each client.
 - i. Client name (i.e., city, count, local government, agency, etc.)

- ii. Brief description of contract requirements
 - iii. Period of performance
 - iv. Total fleet size
- c) Preference will be shown to those Offerors who can demonstrate experience with similar size City, County or State fleet operations.
- d) Offerors should also include complete customer references for at least three (3) to five (5) of the Offeror's current clients. The references must contain, at a minimum, the following information for each client:
 - v. Contact name and title
 - vi. Address
 - iii. Phone number
 - iv. Type and composition of fleet
 - v. Number of vehicles and pieces of equipment
 - vi. Period of performance
 - vii. Whether Offeror converted the fleet maintenance from the client's former in-house operation or Offeror assumed a previously converted fleet maintenance program
 - viii. Percentage of Offeror's technicians with at least one ASE certification
 - ix. Special requirements and contractual obligations
 - x. Special achievements of the Offeror's location personnel
 - xi. A description of the location's approach to safety and any appropriate safety achievements
 - xii. Letter of recommendation and commendation.
- 5. Cost Proposal
 - a) Offeror shall complete Cost Proposal Form with the first year's cost. Offerors are expected to describe a methodology for fleet performance standards. Include an example of how the proposed performance standard will be reported. The cost proposal also shall include the Offeror's position on overtime, directed work and other costing data left subject to proposal in the Statement of Work. Additional costs associated with the transition should be outlined separately and clearly stated in this section of the Offeror's Proposal.
 - b) Any exceptions to the requirements of this RFP taken by the Offeror in formulating the Offeror's cost proposal must be clearly stated and explained in this Cost Proposal Form.

I. Required Forms and Bonds

Offerors must include all required forms attached to this RFP (Certificate and Non-Collusion Statement; Proposal Form; and Proposal Cost Form) as well as all appropriate bonding materials.

J. Other Requirements

1. Offerors will fully inform themselves on conditions, requirements, and specifications before submitting their proposal. Failure to do so will be at Offeror's own risk and the Offeror cannot secure relief by plea of error.
2. Neither law nor regulations make allowance for error of omission or commission on the part of the Offeror.
3. Failure to include all required submission materials may render the proposal non-

responsive, as determined by the City.

VIII. Qualifications of Offerors

A. City's Rights

1. The City may make such investigation as deemed necessary to determine the ability of a Offeror to furnish services, and the Offeror will furnish to the City all information and data for this purpose as the City may request.
2. The City reserves the right to request a tour of qualified Offerors' current fleet maintenance and management locations, prior to Contract award.
3. The City reserves the right to reject a proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the Contract, and to deliver the equipment and services contemplated herein.
4. The City reserves the right to reject any or all proposals or parts of proposals, to negotiate modifications of proposals submitted, and to negotiate specific proposal elements with a proposer into a project of lesser or greater magnitude than described in this RFP or the proposer's reply.
5. Negotiate any modifications to a proposal that it deems acceptable, waive minor irregularities in the procedures, and reject any and all proposals.
6. Process the selection of the successful Proposer without further discussion.
7. Waive any irregularity in any proposal, or reject any and all proposals, should it be deemed in its best interest to do so.
8. The City shall be the sole judge of Offerors' qualifications and reserves the right to verify all information submitted by the Offerors. The proposal selected will be that proposal which is judged to be the most beneficial to the City.
9. Revise or extend this schedule at its sole option. In its sole discretion, expand or reduce the criteria upon which it bases its final decisions regarding selection of an offeror for this project. The City reserves the right to reject any or all proposals or parts of proposals, to negotiate modifications of proposals submitted, and to negotiate specific proposal elements with an Offeror into a project of lesser or greater magnitude than described in this RFP or the Offeror's reply.

B. Evaluation Procedure

Each Offeror is required to submit copies of their proposals as follows: **one (1) unbound hard copy and four (4) bound hard copies of the proposal** that includes all information in the format outlined in this Request for Proposals (RFP). Proposals must be received **before 2:00 p.m., APRIL 24, 2018**. The City will not accept any proposal received after the submittal due date and time.

The Chief Procurement Officer will review all submissions and remove any that are non-conforming or non-responsive to the RFP. The Evaluation Committee may, at their sole discretion, limit the number of Offerors who may be offered the opportunity to present their proposals to the City and associated project staff. Based on these interviews, information presented in the proposals, and any supplemental information requested, a

finalist whose proposal best suits the needs of the City will be selected for City Council approval. The City will then enter into negotiations regarding a Management/ Operating Agreement and other related agreements.

C. Method of Award

The City will enter into contract negotiations with the highest-ranked Offeror based on the combined scores of the written proposal, any oral presentation, any site visitations, evaluation by the City, and approval by Management of the City.

D. Criteria for Award

Proposals for consideration for this project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed services. Other information required by the City to be submitted in response to this RFP is included elsewhere in this solicitation.

E. Sequence of Anticipated Schedule

	Action:	Responsibility:	Date:
1.	Issue RFP	City of Roswell	03/25/2018
2.	Pre-Proposal *Mandatory* Meeting – 10:00	City Hall Large Conference Room	04/03/2018
3.	Deadline to Submit Written Questions	Offeror	04/06/2018
4.	Response to Questions via Addendum	Procurement Manager	04/10/2018
5.	Submission of Proposal	Offerors: Time: 2:00pm	04/24/2018
6.	Evaluation Period Start Date: 04/25/18	Evaluation Committee	05/04/2018
7.	Interviews (if held)	Offerors	05/10/2018
8.	Recommendation to Infrastructure Committee	Procurement Manager or designee	05/28/2018
9.	Recommendation of Award to City Council	Procurement Manager or designee	06/14/2018
10.	Notice of Award	Procurement Manager	06/15/2018
11.	Protest Period	Effect Date: 06/16/2018	06/30/2018
12.	Contract Negotiations/Executed	City Manager	07/02/2018

The City reserves the right to revise or extend this schedule at its sole option. In its sole discretion, expand or reduce the criteria upon which it bases its final decisions regarding selection of an offeror for this project. The City reserves the right to reject any or all proposals or parts of proposals, to negotiate modifications of proposals submitted, and to negotiate specific proposal elements with an Offeror into a project of lesser or greater magnitude than described in this RFP or the Offeror's reply.

F. Explanation of Sequence of Anticipated Schedule

1. **Issue RFP**

This RFP is issued by the Owner in accordance with the provisions of Sections 13-1-111 and 13-1-117 NMSA 1978, General Government Administration Procurement regulations NMAC 1.4.1.29 through 1.4.1.47, and General Government Administration Procurement Code Regulations for Use of Competitive Sealed Proposals for Construction and Facility Maintenance, Services and Repairs, NMAC 1.4.8.1 through 1.4.8.17.

Questions may be directed to the following:

Procurement Manager:

Lupita Everett

Chief Procurement Officer

425 N. Richardson Ave.

Roswell, NM 88201

Email: l.everett@roswell-nm.gov

Project Manager:

Mike Mathews

Director of Support Services

421 N. Richardson Ave.

Roswell, NM 88201

Email: m.mathews@roswell-nm.gov

2. **Pre-Proposal Meeting**

The attendance for this Pre-Proposal Meeting shall be Mandatory. Offerors that do not attend cannot submit a proposal. The meeting attendance gives Offerors the opportunity to ask questions pertaining to the RFP document, including the Scope of Work, Response Format, Schedule, and Cost Proposal requirements. In addition to the Pre-Proposal Meeting, the Owner may allow Prospective Offerors the opportunity to visit with the Project Manager with permission from the Owner's Representative.

Please note that after the proposal submission due date, the Offerors are not allowed any contact without the Owner's Representative's permission. The Owner, may, however, contact Offerors for clarification purposes, changes in the Schedule of Events, notices of non-responsiveness or responsiveness of proposals, and notices of interviews.

NOTE: DATE, TIME AND LOCATION OF MEETING:

DATE: TUESDAY, APRIL 3, 2018

TIME: 10:00 A.M.

LOCATION: CITY HALL, LARGE CONFERENCE ROOM

425 N. RICHARDSON AVE.

Roswell, NM 88201

3. **Deadline to Submit Written Questions**

Questions pertaining to this RFP will only be accepted through email by no later than 5:00 p.m. according to the specified date in the schedule above. This is the date and time set for submitting written questions regarding the RFP document and procurement process to the Chief Procurement Officer via email address: l.everett@roswell-nm.gov or 425 N. Richardson Ave., Roswell, NM 88201.

4. **Response to Written Questions via Addendum**

This is the date and time set by the Chief Procurement Officer to issue a response to written questions via an Addendum regarding the RFP procuring document or the procurement process, if applicable. This is the date that has been set to signify no

other Addendum will be issued on the project so that Offerors have time to finalize their responses. Answers to all received questions are expected to be available to all Offerors who attended the Pre-proposal Mandatory Meeting via email through an Addendum to the RFP by the deadline given on the schedule above and will also be publicly posted. All Offerors shall acknowledge the receipt of the Addendum(s) where indicated on the **“Proposal Acknowledgement Form”** found on page 41 of this RFP document.

5. Submission of Proposal

This is the date and time that has been set for the submission of Proposals. Late Proposals *will not* be accepted. It is the Offeror’s responsibility to ensure that Proposals arrive at the appointed location, date and time. Proposals may be delivered early to avoid any possible delay of the submission. The documents shall be in a sealed container with the following information written on the outside, bottom left hand side of the container as follows:

RFP-18-008

DUE DATE: 04/24/2018

Offeror’s Name

Offeror’s Address

**DELIVERED TO: CITY OF ROSWELL
OFFICE OF THE CHIEF PROCUREMENT OFFICER
425 N. RICHARDSON AVE.
ROSWELL, NM 88201**

PROPOSALS RECEIVED AFTER THE DEADLINE SHALL BE CONSIDERED NON-RESPONSIVE. Proposal submittals shall be date and time-stamped by the Owner’s office that is designated to receive proposals. A public log will be kept of the names and submittal times of all Offerors who submitted proposals.

The Chief Procurement Officer shall review the proposals for completeness and compliance with the mandatory requirements prior to distribution to the Evaluation Committee. If any proposal submitted is deemed non-responsive, the Offeror will be notified in writing of such determination which will include the right of the Offeror to protest the decision. The Chief Procurement Officer shall designate a witness to be present during the opening the proposals. The witness and Chief Procurement Officer shall sign the “List of Offerors” for the procurement file.

6. Proposal Evaluation

This is the period during which the Evaluation Committee will convene to discuss and score Proposals and shall be recorded on the Master Score sheet. Once the interviews (if held), have been completed, the Price Proposal sealed envelope will be opened, reviewed and points will be added the Master Score sheet then finalized. A Tabulation Sheet will be created to outline the individual Offerors total average points and ranking.

Note: The Evaluation Committee reserves the right to hold interviews. The number of interviews, if held, will be at the discretion of the Evaluation Committee. The Evaluation Committee reserves the right to award the contract without interviews. If interviews are not held, the decision shall be documented for the procurement file.

7. Interviews

If interview(s) are to be held, the date, time, and location of the Interview meeting will be included with the notice to those Offerors selected for interview. A list of questions shall be distributed to the Offerors that includes the points to be allocated to each question. Points allocated to the questions shall be evenly distributed.

8. Recommendation of Award to Infrastructure Committee

The Evaluation Committee shall prepare an evaluation report and a recommendation to the City Council Committee for award of the Project that shall include the total scores and ranking of all Offerors.

9. Recommendation of Award to City Council

If approved at Infrastructure Committee, the evaluation report and award recommendation shall be presented to the City Council for award of the Project.

10. Issue Notice of Award

Upon approval of Recommendation of Award by City Council, the Procurement Manager shall issue the Notice of Award and the City Manager will start contract negotiations and contract(s) execution,

11. Protest Deadline

The protest period for **award** of the contract shall begin the day after the date of the Recommendation of Award to Council. This date shall be determined by the Procurement Manager.

12. Contract Negotiations / Execution

The Owner reserves the right to enter into negotiations with the highest ranked Offeror(s) per NMSA 13-1-115. If contract negotiations are not finalized within a reasonable period of time, the Owner will conclude negotiations with the selected firm(s) and begin negotiations with the next ranked firm based on final ranking.

G. Proposal Evaluation Criteria

The following criteria will be used by the Evaluation Committee to evaluate each proposal and create a score for each of the proposals. Each member of the Evaluation Committee will rank all proposals from highest to lowest evaluation score, and the Evaluation Committee will compile the rankings of all members of the Evaluation Committee. If any proposal receives a majority of first place votes, that proposal will represent the best value for the City and will be recommended for award of the contract. The criteria are not listed in any priority order. The Evaluation Committee will consider all criteria in performing a comprehensive evaluation of each proposal. Once the Interviews (if held), have been completed, the 'Cost Proposal' sealed envelope will be opened, reviewed and points will be added to the evaluation score sheet then finalized. The score sheets for each of the Offerors will be tallied which include all criteria items and the highest ranking averaged score will be the proposal to be recommended for the award to council. Weights have been assigned to each of the criteria in the form of points. **TOTAL POSSIBLE POINTS=125.**

Evaluation Criteria:

Possible Points:

Offeror's Experience

20 Points

Measured in terms of Offeror's performance in fleet management and maintenance.

Transition Experience

10 Points

Offeror's proven, successful experience converting in-house fleet maintenance and management to their own fleet management program. Measured in terms of the number of converted contracts and the quality of references for transition experience.

Responsiveness to RFP Requirements

10 Points

Measured in terms of Offeror's proposed approach to meeting the requirements of the STATEMENT OF WORK and satisfying the City's goals as outlined in the INTENT section of this RFP.

Qualifications of Key Personnel

10 Points

- Measured in terms of relevant experience of key personnel and their ability to execute the project.
- Note: Insufficient management experience and/or support services as determined by the City may be deemed as a cause for rejection of proposal.
- Number of EVT proposed to be on staff at all times.
- Number if any heavy truck transmission mechanics on staff.
- Number of heavy diesel mechanics on staff and certification on type.
- Number of wheel chair lift certified mechanics.

Able to Provide Maintenance Facility Location

10 Points

Additional points will be awarded to Offeror that can provide their own maintenance facility location in Roswell, NM.

Interview (if held)

25 Points

Cost

40 Points

- Measured as the proposed labor cost and cost of parts.
- Cost of tire repair for passenger vehicle tires and large truck tires.
- Cost of adding fluids between services.

TOTAL POSSIBLE POINTS: 125 POINTS

VIII. PROPOSAL FORMAT REQUIREMENTS

A. General Format for Proposals

1. To facilitate comparison and evaluation, Offerors must follow the format outlined in this section. Failure to follow the required format may, at the sole discretion of the City, result in the rejection of the submittal. Proposals shall contain concise written material and illustrations that enable a clear understanding and evaluation of the capabilities of the Offeror. Legibility, clarity,

and completeness are essential. The City, at its sole discretion, may reject any proposal which is unclear in any way.

B. Organization of Materials

1. Cover Letter.
2. Title Page with the RFP Number and Name, Offeror's name and address, telephone number, web address, name of contact person and email address.
3. Table of Contents that includes a clear identification of the written material by section and page number.
4. General Information about Firm.
 - a) Include the name of Offeror's name and address, telephone number, web address, name of contact person, email address.
 - b) Provide a transmittal letter that specifically states the Offeror's understanding of the work to be accomplished and briefly outlines the Offeror's strengths in providing the required services. This letter should be signed by an authorized corporate officer for each entity included as a team proposal.
 - c) Include a written assurance that no member, officer or employee of the Offeror or its designees or agent or public official exercising any functions or responsibilities with respect to the proposed services have any personal financial interest, direct or indirect, in any contract, subcontract or proceeds thereof, for work to be performed in connection with the proposed project.
5. Firm's Experience and Qualification
 - a) Provide a profile of your organization and describe its legal structure, principal officers and organizational structure.
6. Management Plan
7. Transition Experience
8. Proposal Acknowledgement Form, Offeror Information Form and IRS Form W-9.
9. **The Cost Proposal**
 - a) **Shall be included with the proposal packet in a separate sealed enveloped**
 - b) **Sealed envelope shall be labeled as follows:**
 - **'COST PROPOSAL'**
 - **OFFEROR'S NAME AND ADDRESS**
 - **RFP-18-008**

C. Contents of Proposal

The Offeror must provide the required information both as to itself and any other person, including without limitation, any corporation, partnership, Offeror, joint venture, consortium, or individual which the Offeror intends to assign to a key management role in the agreement with the City of or to which the Offeror intends to assign material responsibilities under any such agreement.

D. Firm Experience and Qualification

1. Provide a complete and detailed history of your organization's fleet management experience for the last five years. Information provided should include a description of services provided, examples of successful operational strategies and the term of the management contract.
2. Provide specific, quantifiable measures of success of other entity's fleet managed by your organization.

3. Provide a minimum of three professional references from the fleet management industry, including contact name, address, telephone, email address and fax number.
4. Provide an explanation of your entity's experience in working with public entities
5. Provide audited and certified financial statements for your organization's last three years of operation. If the Offeror is a Joint Venture, a copy of the Joint Venture agreement must be submitted for each party.

E. Cost Proposal

- A. See "COST PROPOSAL FORM" attached below.

COST PROPOSAL FORM

RFP-18-008

FLEET MANAGEMENT AND MAINTENANCE SERVICES

The price shall be required to be firm for the contract period Offerors must complete the following form.

CATEGORY	FIRST-YEAR COST
1. Labor Cost per hour	\$
2. Discount on Parts (if any)	%
3. Mark-up on Directed Work (if any)	%
4. Mark-up on overtime for Emergency Work (if any)	%

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective Offeror 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 Offeror must disclose whether they, a family member or a representative of the prospective Offeror 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 Offeror submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Offeror signs the contract, if the aggregate total of contributions given by the prospective Offeror, a family member or a representative of the prospective Offeror to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE OFFEROR 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 Offeror 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 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 Offeror” 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 Offeror” 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 Offeror.

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE OFFEROR:

Contribution Made By: _____

Relation to Prospective Offeror: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) (Attach extra pages if necessary)

Signature

Title/Position

Date

--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

Title/Position

Date

PROPOSAL ACKNOWLEDGEMENT FORM

<i>RFP#:</i>	RFP-18-008
<i>NAME:</i>	Fleet Management & Maintenance Service
<i>DEPARTMENT:</i>	Fleet
<i>DATE OF OPENING:</i>	Tuesday, APRIL 24th, 2018
<i>TIME OF RFP OPENING:</i>	2:00 P.M.

TO: Air Freight Address: Chief Procurement Officer
 City of Roswell
 425 N. Richardson Ave.
 Roswell, NM 88201

The undersigned, doing business in the City of Roswell, submits herewith, in conformity with the instructions, conditions and specifications for the above listed proposal:

WILL TAKE THE PROPOSAL OR PROPOSALS WHICH ARE IN THE BEST INTEREST OF THE CITY.

Submit 1 original of proposal plus **4** copies to be given to the evaluation committee.

ACKNOWLEDGEMENT OF: ☐ **ADDENDUM "ONE"** ☐ **ADDENDUM "TWO"**

Proposal must remain valid **120 days** after proposal opening unless otherwise stated herein.

Offeror Name:	Signed by:
Mailing Address / City / State / Zip:	Printed Name:
Phone Number:	Email Address:
Fax Number:	Date:



Purchasing Office Use Only: VENDOR NO. _____

CITY OF ROSWELL, NEW MEXICO

PO BOX 1838
ROSWELL, NM 88202
(575) 624-6700

Vendor Information Form

This form must have a completed (IRS) W-9 Form (Rev. Nov. 2017) and returned to the City Employee requesting this form. Any questions may be directed to the Purchasing Department at (575) 637-6222. Thank you.

***** CITY EMPLOYEE MUST COMPLETE BEFORE SUBMITTING TO VENDOR & PURCHASING *****

Employee Name:	Department:	Phone#:	Date:

Please provide the purpose for using this Vendor?:

COMPANY INFORMATION (Please Type or Print Legibly):		REMITTANCE Information (if different):	
Name:		Pay to:	
DBA (If applicable):		Address:	
Address:		Address:	
City /State / Zip:		City /State/Zip:	
Email Address:		Contact Name:	
Phone #:		Phone #:	
Fax #:		Email Address:	

What type of Business is your company? (Example: Street Construction, Bldg Construction, Supplier/type, Service/type, etc.)

TAX IDENTIFICATION NUMBER:

Federal Tax ID # (Business):	New Mexico CRS ID #:	Social Security # for INDIVIDUAL ONLY:
Check the box which indicates your type of organization:		
Individual/Sole	<input type="checkbox"/>	C Corporation <input type="checkbox"/>
or single-member LLC	<input type="checkbox"/>	S Corporation <input type="checkbox"/>
	Partnership <input type="checkbox"/>	Limited liability company <input type="checkbox"/>
C=Corporation S=S Corp P=Partnership _____		
Other : _____		

PURCHASING DEPARTMENT INFORMATION (If different from Company Information):

Contact Name:		Phone #:	
E-mail address:		Fax #:	
Mailing Address:			
City/State/Zip Code:			

Purchasing office use only: NTTC TO BE ISSUED: YES [] NO [] 1099 TO BE ISSUED: YES [] NO []

(Revised: February 2018)

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) City of Roswell PO Box 1838 Roswell, NM 88202
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.