

CARROT EXPRESS (CTA)



Request for Proposals (RFP)
FOR
VEHICLE MAINTENANCE CONTRACT

RFP #2018-03

Bid Deadline: September 14, 2018
Procurement Agent: Denise Baca

INVITATION FOR BIDS

THE CARROT EXPRESS (CTA) IS REQUESTING COMPETITIVE SEALED BIDS FOR THE FOLLOWING GOODS OR SERVICES:

TITLE: VEHICLE MAINTENANCE FOR CARROT EXPRESS (CTA)
BID NO.: 2018-03
OPEN: September 17, 2018

FOR ADDITIONAL INFORMATION CONTACT:

DENISE BACA PURCHASING AGENT
PHONE: (505) 285-6694

THE OFFICE OF THE PURCHASING AGENT, VILLAGE OF MILAN FOR THE CARROT EXPRESS (CTA) WILL RECEIVE COMPETITIVE SEALED BIDS FOR THE GOODS OR SERVICES DESCRIBED IN THIS BID AT:

VIA MAIL

CARROT EXPRESS (CTA)
P.O. BOX 2727
MILAN, NM 87021

HAND CARRIED

OFFICE OF THE PURCHASING AGENT
623 URANIUM AVE
MILAN, NM 87021

ANY BIDS RECEIVED AFTER BID OPENING DATE/TIME WILL BE RETURNED UNOPENED.

NOTE: USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY.

PART I – INSTRUCTIONS

BID INSTRUCTIONS AND PROCUREMENT INFORMATION

1. **DUE DATE** - Bids will be received at the office of the Carrot Express (CTA) Purchasing Department, 623 Uranium Ave, Milan, NM 87021 prior to 4:30pm September 14, 2018 . (Local time) at which time the sealed bids will be recorded as received. The sealed envelope containing the completed Invitation to Bid, and literature must be marked with the RFP Title and RFP Number and delivered to:

Village of Milan
Procurement Office
623 Uranium Ave
Milan, NM 87021

Any and all bids not received by the Submission Date shall be rejected and returned unopened.

The Procurement Officer will make every effort to adhere to the following schedule:

Publication date August 22, 2018	Village of Milan Purchasing
Pre-proposal Meeting August 31, 2018 at 9:00am At Carrot Express office 801 Motel Dr.	Carrot Express, and Offerors
Submission of Bid September 14, 2018 at 4:30pm	Offerors
Carrot Express Board Approval September 24, 2018	Carrot Express Board
Contract Execution September 25, 2018	Carrot Express (CTA) and Contractor

This schedule is subject to change. All Offerors will be notified of schedule changes via e-mail, fax or US Mail.

2. **APPROPRIATIONS** - The terms of the Agreement are contingent upon sufficient appropriations and allocations being made by the Village of Milan or other funding agency. If the Village of Milan or other funding agency does not make sufficient appropriations and authorization, the agreement shall, notwithstanding any other provisions of the agreement, terminate immediately upon Contractor's receipt of written notice of termination from the

Village of Milan. The Village of Milan's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

3. **BRIBES, GRATUITIES AND KICK-BACKS** - Pursuant to 13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including 30-14-1, 30-24-2, and 30-41-1 through 30-41-3 NMSA 1978), which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (13-1-28 through 13-1199 NMSA 1978) imposes civil and criminal penalties for its violation.
4. **CLARIFICATIONS** - Any inquiries or requests regarding clarification of this procurement document shall be submitted to the Procurement Officer in writing. Purchasing Agent Contact information is Denise Baca, Milan, NM 87021, 505-285-6694 or milanclerk@villageofmilan.com. Offerors may contact ONLY the Purchasing Agent regarding the terminology stated in the procurements document. Other Village of Milan employees do not have the authority to respond on behalf of the Village of Milan.
 - 4.1 Offerors shall promptly notify the Village of Milan Procurement Officer of any ambiguity, inconsistency, or error which they may discover upon examination of the RFP. Any response made by the Village of Milan will be provided in writing to all contractors by addendum, no verbal responses shall be authoritative.
 - 4.2 No Addendum will be issued later than three (3) days prior to the date for receipt of Bids, except an Addendum withdrawing the Invitation to Bids or one which includes postponement of the date for receipt of bids.
5. **COLLUSION** - No contractor shall be interested in more than one bid. Collusion among contractors or the submission of more than one bid under different names by any firm or individual shall be cause for rejection of all bids without consideration. The enclosed Non-Collusion Affidavit must be executed along with the Bids.
6. **COMPETITION** - In signing a contract with Carrot Express (CTA) the Contractor certifies that the Contactor has not, either directly or indirectly, entered into action in restraint of full competition in connection with the proposal submitted to the Village of Milan for the Carrot Express (CTA).
7. **CONTACTS** - Offerors **MAY NOT** contact the Village of Milan Manager or their staff, members of the Carrot Express (CTA), and any other Carrot Express (CTA) Elected Officials or their staff regarding inquiries or requests regarding clarification to this RFP. All inquiries or request regarding clarification of this procurement document shall be submitted to the Procurement Officer in writing.
8. **CONTRACTS** - The contract between Carrot Express (CTA) and a Contractor will follow the format specified by the Village of Milan and contain the terms and conditions set forth in the attached "Sample Contract". The contents of this RFP, as revised and/or supplemented, and the successful offeror's bid including best and final offer will be incorporated into and become part of the contract.

8.1 Should an Offeror object to any of the Village of Milan 's (for the Carrot Express's (CTA))'s terms and conditions contained in the Procurement Section or in the "Sample Contract", that Offeror must propose specific alternative language with the proposal. The Village of Milan may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Village of Milan and will result in disqualification of the Offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change, followed by the specific proposed alternate wording.

8.2 Offerors must submit with their proposal any additional terms and conditions that they would like to have included in a contract negotiated with the Village of Milan, such terms must be clearly identified in the proposal.

9. **COST** - All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the Village of Milan will be borne by the Proposer.
10. **DEBARMENT & SUSPENSION** - The Proposer (offeror) certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees that by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal. The enclosed Certificate of Debarment and Suspension must be executed along with the Proposal.

**IMPORTANT: READ CAREFULLY BEFORE SUBMITTING BIDS.
FAILURE TO DO SO SHALL NOT ABSOLVE THE
BIDDER FROM RESPONSIBILITY TO PERFORM OR
DELIVER AS SPECIFIED.**

1. **APPLICABILITY:** Except as otherwise specifically provided in this bid, these General Instructions, Terms and Conditions shall govern the procurement of the items specified in this bid. In the event of a conflict between these General Instructions, Terms and Conditions, Supplemental Conditions or the specifications of this bid, the order of application shall be the Specifications, Supplemental Conditions and the General Instructions, Terms and Conditions. In addition, the Public Purchases Ordinance and promulgated Rules and Regulations shall apply.
2. **DEFINITIONS:** As used in this bid, the definitions of the Public Purchases Ordinance apply including the following.

- A. "**Bid**" means all documents, including those attached or incorporated by reference, issued by the Purchasing Department for soliciting offers to provide goods, services or construction.
 - B. "**Contract**" means any agreement for the procurement of goods, services, construction or concessions. A Purchase Order issued in response to an offer constitutes a contract.
 - C. "**Contractor**" means an offeror who has been awarded a contract.
 - D. "**Village of Milan** " means the Village of Milan of New Mexico.
 - E. "**Purchase Order**" means a document issued by the Purchasing Office directing the Contractor to deliver goods, services or construction.
 - F. "**Purchasing Office**" means the Purchasing Department of the Office of the Manager of the Village of Milan.
 - G. "**Purchasing Agent**" means the person charged with the responsibility of administering the Department.
 - H. "**Bidder**" means a business that submits a response to a competitive.
 - I. "**Responsible Bidder**" means a business which has the capability in all respects to perform fully the contract requirements set out in the competitive solicitation, and the integrity and reliability which will assure good faith performance, and who has not violated or attempted to violate any provision of law or ethical conduct. Factors which may be considered in determining the offeror's capability to perform, among others, are its financial resources, production or service facilities, service reputation and experience.
 - J. "**Responsive Bid**" means a written offer to furnish goods, services or construction in conformity with standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
 - K. "**Successful Bidder**" means the lowest Responsible Bidder to whom the Village of Milan, on the basis of the Carrot Express's (CTA) evaluation, makes an award. A Successful Bidder does not become a contractor until a purchase order is signed by the Village of Milan for the Carrot Express (CTA).
12. **EXCEPTIONS** - Any exceptions to the scope of work and/or specifications shall be listed separately and specifications attached are the minimum requirements. The specifications submitted herein are all that were available to the Purchaser at the time of this mailing. Minor deviations to the specifications as listed, may be considered.
13. **EQUAL OPPORTUNITY** - The Contractor, subcontractors, and all sub-subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that

applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. The Contractor, all subcontractors, and all sub-subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

14. **GROSS RECEIPTS TAX** - New Mexico Statutes requires that the proposal amount exclude the applicable state gross receipts tax or applicable local option tax but that the contracting agency (owner) shall be required to pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or applicable local option tax shall be shown as a separate amount on each billing or request for payment made under the contract.

15. **INCOMPLETE RESPONSES** - The Village of Milan reserves the right to eliminate any Proposer that submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.

16. **INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved. The contractor shall not allow any subcontractor to commence work on this subcontract until all similar insurance required of the subcontractor has been obtained. Insurance specifications and monetary requirements will be finalized at contract development.

Standard Insurance	Limits Not Less Than
Commercial and General Liability	\$1,000,000/\$3,000,000
Automobile Liability	\$1,000,000/\$1,000,000
Worker's Compensation as required by State Law	As required by Law
Other legally required of the employer or for the contractor's occupation/profession.	As required by Law
 Specialized Insurance	
Professional Liability	under the Federal Tort Claims Act (FTCA) Other /
Garage Keeper's Liability	
Medical and Clinic Liability	\$1,000,000

\$50,000

\$1,000,000

17. **IRREGULARITIES** - The Village of Milan reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the Village of Milan, depending on available competition and timely needs of the Village of Milan. The Village of Milan reserves the right to award the contract to the responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the Village of Milan.

18. **NEW MEXICO BUSINESS/CONTRACTOR PREFERENCE** - Bids submitted by resident business/contractor shall be deemed five percent (5%) lower than the bid actually submitted. To receive a resident contractor preference a business must submit, with its bid, a copy of a valid resident contractor certification issued by the New Mexico Taxation and Revenue Department. This will not apply when the expenditure includes Federal funds, Chapter 13-4-3

19. **NO OBLIGATION** - This procurement in no manner obligates Carrot Express (CTA) until a valid signed contract is executed.

20. **PROCUREMENT UNDER EXISTING CONTRACTS** - In accordance with NMSA 13-1-129 of Procurement Code, Offerors are hereby notified that other government entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for the goods or services included in this procurement document with the awarded contractor. Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation by the Village of Milan.

21. **BID AWARD** -The Village of Milan reserves the sole right to:
 - 21.1 Determine responsible Bidders and responsive proposals.
 - a. Responsible Bidder: A Proposer who submits a Responsive Bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the construction described in the Invitation to Bid.
 - b. Responsive Bid: A proposal which conforms in all material respects to the requirements set forth in the Invitation to Bid.

- 21.2 Determine and waive minor technicalities in the proposal form or requirements not affecting price, quality, or quantity of items or services sought. Reject any or all proposals in part or in whole.
22. **PROTESTS** - Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the Purchasing Office in accordance with the requirements of the State Procurement Code. The protest shall be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).
- 22.1 In the event of a timely protest under this section, the Village of Milan will not proceed further with the procurement unless the Purchasing Department makes a determination that the award of Agreement is necessary to protect substantial interests of the Village of Milan (§13-1-173 NMSA 1978).
- 22.2 The Purchasing Manager or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning a procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorneys' fees (§13-1-174 NMSA 1978).
- 22.3 The Purchasing Manager or his designee will promptly issue a determination relating to the protest. The determination will:
- a. state the reasons for the action taken; and
 - b. inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978.
- 22.4 A copy of the determination issued under §13-1-175 NMSA 1978 will immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).
23. **REJECT ALL** - Pursuant to Sec 13-1-131 NMSA, 1984 Comp., as amended, Carrot Express (CTA) reserves the right to reject any and all proposals, whole or in part, submitted hereunder, provided that such rejections shall be accomplished by a written statement declaring the reason for the rejections.
24. **RESIDENT VETERANS PREFERENCE** – In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 resident veteran’s businesses are to receive the following preferences:

- a. Resident veteran's businesses/contractor with annual revenues of \$1 million or less will be deemed ten percent (10%) lower than the bid actually submitted.
- b. Resident veteran's business/contractor with annual revenues of more than \$1 Million but less than \$5 Million will be deemed eight percent (8%) lower than the bid actually submitted.
- c. Resident veteran's business/contractor with annual revenues of more than \$5 Million will be deemed seven percent (7%) lower than the bid actually submitted.

This preference is separate from the current in-state preference and is not cumulative with that preference. If a vendor will be utilizing this preference, they must include a copy in their proposal of the Resident Veteran business/contractor certificate issued by the State of New Mexico Taxation and Revenue Department. This preference will not apply when the expenditure includes federal funds for a specific purchase.

25. **RFP RESPONSES** - By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.
26. **SOLE INTERPRETER** - Carrot Express (CTA) has the right to refuse any or all proposals and is the sole interpreter of the intent of any clause of the specifications and sole judge as to whether the item proposed or any part or fitting thereof complies with the specifications.

PART II: THE PROCUREMENT

SECTION A OVERVIEW

Carrot Express (CTA) is seeking bids from qualified vendors to provide Vehicle Maintenance for all of the Public Transportation Buses for the Carrot Express (CTA).

SECTION C – SUBMITTAL FORMAT

Submit four (4) original copies of your bid in the following order:

1. Completed Cover Letter – Transmittal Form (see Part III – Required Forms)
2. Bid Cost Schedule (see Part III – Required Forms)
 - Attachment C – Campaign Contribution Disclosure Form
 - Attachment D – Related Party Disclosure Form
 - Attachment E – Certification Regarding Debarment & Suspension
 - Attachment F – Non-Collusion Affidavit
3. Copy of Business License
4. Other Documents checked as required in the Checklist (See Part III)

SPECIFICATIONS

THE CARROT EXPRESS (CTA) IS REQUESTING BIDS FOR VEHICLE MAINTENANCE, PARTS AND MECHANICAL REPAIRS, WHEELCHAIR LIFTS, TO INCLUDE UNLEADED AND DIESEL USED VEHICLES.

CARROT EXPRESS (CTA) HAS PUBLIC TRANSPORTATION VEHICLES AND IT IS IMPORTANT THAT THE WORK BE DONE ON A PRIORITY BASIS IF REQUESTED AND THE VEHICLE RETURNED TO SERVICE IN A TIMELY MANNER.

ALTHOUGH THIS MAINTENANCE CONTRACT IS INDICATED AS WORK PRIMARILY FOR JOBS TO INCLUDE BUT NOT LIMITED TO:

1. NORMAL MAINTENANCE ITEMS SUCH AS: OIL & FILTER CHANGES, LUBRICATION, AIRFILTERS, BRAKE, BRAKE PADS AND SHOES, DRUMS & ROTORS, FRONT WHEEL BEARINGS, TRANSMISSION SERVICE, SUSPENSION/STEERING, COOLING SYSTEM, EXHAUST SYSTEM, BELTS, ENGINE TUNING, A/C SYSTEM POWER STEERING, ALTERNATORS, SMOG CONTROL, CARBURETORS, FUEL PUMPS, TIMING CHAIN, U-JOINT AND DRIVE SHAFT, LIMITED SLIP REAR END OIL.
2. SPECIALIZED MAINTENANCE OR REPAIR SUCH AS: INTERNAL ENGINE REPAIRS, REBUILDING OF ENGINES, ENGINE REPLACEMENT, AUTOMATIC TRANSMISSION REPAIRS / REBUILDING, MANUAL TRANSMISSION REPAIRS / REBUILDING, CLUTCH, PRESSURE PLATE, FLYWHEEL TRUING OR REPLACEMENT.
3. EMERGENCY VEHICLE SYSTEMS AND COMPONENTS SUCH AS: PUMPS, MANIFOLDS, VALVES, GAUGES, EMERGENCY LIGHTING (LIGHTS, SWITCHES, RELAYS AND WIRING), CAMERA SYSTEMS, CAGES, GUN LOCKS.
4. WHEELCHAIR LIFTS, PREVENTATIVE MAINTENANCE FOR WHEELCHAIR LIFTS, REPLACEMENT PARTS, INTERLOCK PARTS, COMPUTER PARTS, SWITCHBOARD PARTS.
5. BODY REPAIR AND MAINTENANCE SUCH AS: REPAIRS AND PAINTING OF VEHICLES DUE TO RUST OR CORROSION, ACCIDENTS, WEAR, FATIGUE, ADDING OR MODIFYING BODY COMPONENTS FOR ADDING NEW SYSTEMS OR EQUIPMENT. WORK TO BE PERFORMED ON STEEL, STAINLESS STEEL AND ALUMINUM BODIES. (NOTE BY EXCEPTION WHAT TYPES OF METALS YOU CANNOT PERFORM REPAIR ON BELOW)

IDENTIFY BY CATEGORY NUMBER WHICH JOBS YOUR COMPANY IS ABLE TO PERFORM.

1. Y N 2. Y N 3. Y N 4. Y N 5. Y N 6. Y N

Note any exceptions here: _____

FORM B

BID SHEET

DATE: _____

In compliance with your invitations for the bid dated _____, and subject to all the conditions thereof the undersigned _____, doing business as a _____, in the Village of Milan of _____, State of _____, hereby proposes to furnish and complete work required by the BID DOCUMENTS for **VEHICLE MAINTENANCE CONTRACT**.

Any attached GENERAL and TECHNICAL SPECIFICATIONS, are incorporated herein and made apart hereof the BID DOCUMENTS.

The BIDDER agrees to perform all the Work described in the BID DOCUMENTS in accordance with the bid prices set forth below.

The bidder may bid one or both items, either will be considered. The total bid consists of the following detailed line items:

ITEM NO.	ITEM DESCRIPTION	TOTAL PRICE PER HOUR	COMMENTS
1	FLAT RATE LABOR CHARGE IN SHOP		
2	FLAT RATE IN MOBLE TRUCK		
3	TOWING RATES		
4	TRAVEL COSTS PER HOUR/MILE (HOW MANY MILES)		
		TOTAL % OFF PARTS	
1.	WHEELCHAIR LIFT MAINTENANCE/REPAIR		
2.	REPLACEMENT PARTS MATERIALS, FREIGHT INCLUDED		

PLEASE INCLUDE ALL YOUR COSTS YOU WILL BE BIDDING ON.

YOU CAN ATTACH EXTRA COST SHEETS IF YOU NEED TO.

SIGNATURE PAGE
Complete page and return with bid)

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____ FAX NO: _____

EMAIL ADDRESS: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE

Received addenda numbers _____, _____, _____, **when issued.**

In State Preference No: _____ **Enclose copy**

Veterans Preference No: _____ **Enclose copy**

On behalf of the submitting organization above:

- ✓ I accept all Terms and Conditions Governing this Procurement as required.
- ✓ I acknowledge receipt of any and all amendments to this Bid.
- ✓ I have read and concur with the terms and conditions of the Village of Milan 's contract documents, and, if objections, I have provided suggested alternative language in my response.
- ✓ I concur, as applicable, that submission of this bid constitutes acceptance of Evaluation Factors.
- ✓ I concur, as applicable, to FOB Point: Destination, Milan, New Mexico, acknowledge brand names and numbers are for reference only, that equivalents will be considered and that I must be prepared to furnish complete data to prove product(s) meet or exceed specifications.
- ✓

Our organization is committed to and will comply and act in accordance with the following:

1. Federal Executive Orders relating to the enforcement of civil rights;
2. New Mexico State Statutes and Carrot Express (CTA) Ordinances regarding enforcement of civil rights;
3. Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment;
4. Executive Order No. 11246, Equal Opportunity in Federal Employment;
5. Title 6, Civil Rights Act of 1964; and
6. Requirements of the Americans with Disabilities Act of 1990 for work performed under this contract.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

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

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“**Applicable public official**” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“**Campaign Contribution**” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

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

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (position)

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

PLEASE CHECK ONLY ONE BOX

_____ I declare that my firm is ineligible to receive New Mexico Resident Veterans Preference

The following three (3) checkboxes are applicable to ONLY those vendors eligible to receive New Mexico Resident Veterans Preference AND who have included a valid New Mexico Resident Veterans Preference certificate with their sealed response. No preference will be extended unless a valid certificate is included in your sealed response. Submitted certificates shall be validated by Carrot Express (CTA) with New Mexico Tax & Revenue

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative) *

(Date)

**Must be an authorized signatory for the Business. The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or termination of an award if the statements are proven to be incorrect*

Related Party Disclosure Form

1. Are you indebted to or have a receivable from any member of the Transit Board; administration officials, department heads, and key management supervisors with the Carrot Express (CTA)?

Yes _____ No _____

2. Are you, or any officer of your company related to any member of the Transit Board; administration officials, department heads, key management supervisors of the Carrot Express (CTA) and have you had any of the following transactions, to which Carrot Express (CTA)? was, is to be, a party?

Yes _____ No _____

(Yes No)

Sales, Purchase or leasing of property? _____

Receiving, furnishing of goods, services or facilities? _____

Commissions or royalty payments _____

3. Does any member of the Transit Board; administration officials, department heads, key management supervisors with the Carrot Express (CTA), have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the Carrot Express (CTA)?

Yes _____ No _____

4. Did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Transit Board; administration officials, department heads, key management supervisors with the Carrot Express (CTA)?

Yes _____ No _____

5. Are you negotiating to employ, or do you currently employ any employee, officer or family member of an employee or officer of Carrot Express (CTA)?

Yes _____ No _____

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President:

Date

(Print Name and Title):

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Print Name of Authorized Representative

Title

Signature of Authorized Representative

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____ (name) being first duly sworn,
deposes and says that he/she is (title)

_____ of
(organization) _____

who submits herewith to the Carrot Express (CTA), a proposal:

That all statements of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said Proposer has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the Carrot Express (CTA), or of any Proposer of anyone else interested in the proposed contract; and further, that prior to the public opening and reading or proposal, said Proposer:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said Proposer or anyone else would submit a false or sham proposal, or that anyone Shall refrain from proposing or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, proposal depository or to any member or agent thereof, or to any individual of group of individuals, except that Carrot Express (CTA), or to any person or persons who have a partnership or other financial interests with said Proposer in his business.

By: _____

Title: _____

SUBSCRIBED and sworn to before me this _____ day of _____, 20_____.

Notary
Public: _____

**CARROT EXPRESS (CTA) PURCHASING
TERMS & CONDITIONS
UNLESS OTHERWISE SPECIFIED**

1. **BIDS ARE TO COMPLY WITH ALL INSTRUCTIONS AND PROVIDE THE INFORMATION REQUESTED. FAILURE TO DO SO MAY DISQUALIFY YOUR BID.** All bid items are to be NEW and of most current production, unless otherwise specified.
2. Samples of items, when required, must be furnished free of expense prior to the opening of bids and if not destroyed, will, upon request, be returned at the bidder's expense.
3. Prices should be stated in units or quantity specified, with packing included. All deliveries will be F.O.B. Milan, NM unless otherwise specified.
4. Time or proposed delivery must be stated in definite terms. If time varies for different items, the bidder should so state.
5. Time of delivery shall be stated as the number of calendar days following receipt of the order either verbally or in writing, whichever is received first by the vendor, to receipt of the goods or services by the Carrot Express.
6. Time of delivery may be a consideration in the award.
7. **Envelopes containing bids must be sealed and marked with name, address of the bidder, due date, and bid number.**
8. **IMPORTANT:** Bids not received in the office of the Purchasing Agent at the time of opening are disqualified and will be returned unopened.
9. Corrections and/or modifications received after the opening time specified will not be accepted.
10. Where an item is specified by brand name and numbers these are used in these specifications as a matter of convenience to indicate quality, type, and features desired. Accordingly, demonstrably equal merchandise will be given full consideration and the bidder is invited to offer such, except where it is clearly stated that such brand names and/or models are specified for the purpose of standardization. Any "or equal" items offered must be substantially equal to the appearance, design, dimensions, approximate cost of the item specified, and must be of equivalent materials, function, and sturdiness of construction of the item specified. Any deviation from specifications must be clearly itemized by the bidder.
11. When offering substitutions, please specify, and include descriptive literature.
12. When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.

13. Carrot Express (CTA) is exempt from paying sales tax for materials and federal excise taxes. Do not include those taxes in bid. A nontaxable transaction certificate will be provided when payment is made. Services and tax on labor only are not exempt.
14. If your bid is accepted, you will receive notification either verbally or in writing by an issuance of a Purchase Order Number authorizing you to make delivery. Only the accepted bidder will be notified of awards.
15. **ATTENTION BOOKKEEPING & AUDITING DEPARTMENTS:** Complete payment will be made only when entire order is filled, with the exception of "Open Order Purchases", unless otherwise stated on purchase order. **EXCEPTION: Partial payments will be allowed upon written notification and approval if order cannot be completed in a single shipment.** Payment terms are Net 30 days unless otherwise stated.
16. All addenda so issued shall become part of the bid documents. 16. Pricing shall remain effective for a minimum of thirty (30) days after bid opening date.

CONDITIONS

1. The Purchasing Agent reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified to the bidder, to accept any item on the bid.
2. In case of error in the extension of prices in the bid, the unit price will govern.
3. Prompt payment discounts will not be considered in computing the low bid. Carrot Express (CTA) will take advantage of cash discounts offered wherever possible.
4. Time in connection with discount offered will be computed from date of delivery or from date correct invoice is received, whichever is later.
5. Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed at the vendor's risk and expense, promptly after notice of rejection.
6. Carrot Express (CTA) requires vendor certification by the New Mexico State Purchasing Agent before the 5% in-state bidding preference can be extended. Bidders claiming this preference must show certification number on bid and must be prepared to show evidence of certification for the commodity being bid. In-state vendors: failure to secure above will result in non-considerations of any preference for in-state bidders. This will not apply when Federal funds are used, Chapter 13-1-21.
7. Carrot Express (CTA) reserves the right to award by item, group of items, or total bids; to reject any and all bids in whole or in part if, in the judgment of the Purchasing Agent, the best interests of Carrot Express (CTA) will be served.
8. The Carrot Express (CTA) uses the Village of Milan's Purchase Order Number and it shall be shown on all packing, delivery tickets, and other correspondence in connection with the

shipment. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket. The Vendor's invoice shall be submitted and contain the following information: order number, description of supplies or services, quantities, unit prices, and extended totals. Separate invoices shall be rendered for each and every complete shipment.

9. Carrot Express (CTA) reserves the right to cancel all or any part of this order without cost to the transit agency, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the transit agency due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of cause beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, goods, epidemics, quarantine restrictions, strikes, freight embargo's, unusually severe weather, and defaults of subcontractors due to any of the above, unless Carrot Express (CTA) shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the Carrot Express (CTA) provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
10. In signing this bid or accepting Purchase Order, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to Carrot Express (CTA) Purchasing Agent.
11. Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. The New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
12. **THIS BID/AWARD IS CONTINGENT UPON AVAILABLE FUNDING.**

PROPOSAL CHECKLIST

Did You:

- Fill out the Quotation Sheet
- Fill Out and sign the Resident Veterans Preference form
- Fill Out and Sign the Campaign Contribution Form
- Fill Out and Sign the Related Party form
- Fill Out and Sign the Non-Collusion
- Fill Out and Sign the Debarment
- Acknowledge all addenda
- Fill out and Sign the Signature form
- Deliver your sealed proposal to the Village of Milan Village Hall, 623 Uranium Ave, Milan, New Mexico 87021 before September 14, 2018.
- Clearly mark your proposal with **Bid 2018-03 VEHICLE MAINTENANCE CONTRACT OPEN September 17, 2018, NAME OF BUSINESS BIDDING** on the front of the envelope.

Contact the Purchasing Department immediately if any portion is missing. This form is for your information only and does not need to be submitted with your proposal

PROFESSIONAL SERVICES AGREEMENT

WITH _____

VEHICLE MAINTENANCE

THIS AGREEMENT is made and entered into this _____ day of _____ 20_____, by and between **the Village of Milan** hereinafter referred to as the “Fiscal Agent for Carrot Express (CTA)” and _____, a _____ providing legal services with its principal place of business located at _____, hereinafter referred to as the “Contractor”.

WHEREAS, the Village of Milan requires legal assistance on matters as directed by the Village of Milan Attorney; and

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-153 of the Procurement Code, a request for proposals was issued for a multiple source award for Management Services was completed through RFP 18-012

WHEREAS, the Carrot Express (CTA) requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, it is agreed between the parties:

1. SCOPE OF WORK

Scope of Work.

1.1 Maintenance on Carrot Express (CTA) Vehicles per Sealed Bid _____ specifications

2. COMPENSATION AND INVOICING

Total compensation under this Agreement shall not exceed \$_____, annually, which is based upon the operational revenue projections, contained in response to RFP _____.

2.1 General Liability Insurance Including Automobile: The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy

with liability limits in amounts not less than \$1,000,000 single limit of liability for bodily injury, including death and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the CARROT EXPRESS (CTA) by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

1.6 Worker's Compensation Insurance: The Contractor shall comply with the provisions of the New Mexico Worker's Compensation Act.

1.7 Increase Limits: If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 414-1 through 414-27, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

1.8 Worker's Compensation Insurance: The Contractor shall comply with the provisions of the New Mexico Worker's Compensation Act.

1.9 Increase Limits: If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 414-1 through 414-27, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

3. APPROPRIATIONS AND AUTHORIZATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Carrot Express (CTA) Transit Board or the Legislature of the State of New Mexico, if state funds are involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made by the Carrot Express (CTA) Transit Board or the Legislature of the State of New Mexico, if state funds are involved, this Agreement shall terminate upon written notice being given by the Carrot Express (CTA) to the Contractor. The Carrot Express (CTA)'s Fiscal Agent, the Village of Milan, is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the Carrot Express (CTA) Transit Board. Carrot Express (CTA) Transit Board's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

4. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, fees, royalties, and give all notices necessary and incidental to the due and lawful prosecution of the work.

5. RELEASE

The Contractor, upon final payment of the amount due under this Agreement, releases the Carrot Express (CTA), its officers, agents and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the Carrot Express (CTA), to any obligation not agreed to herein unless the Contractor has express written authority from the Carrot Express (CTA), to do so, and then only within the strict limitations of that authority.

6. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the Carrot Express (CTA).

6.1 The confidentiality of patient health information shall be in accordance with Federal and State healthcare confidentiality requirements.

6.2 In the event the Carrot Express (CTA), receives any individual confidential health care information for purposes of billing and payment, same shall be kept confidential in accordance with Federal and State healthcare confidentiality requirements.

7. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Carrot Express (CTA) shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports data or other material prepared under this Agreement.

8. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

9. AMENDMENT

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

10. INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this written Agreement. No prior agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

11. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

12. APPLICABLE LAW

In providing the SCOPE OF WORK outlined herein, the Contractor shall comply with all applicable Federal, State of New Mexico and local government laws and ordinances. This Agreement shall be construed to be in accordance with the laws of the State of New Mexico.

CARROT EXPRESS (CTA) TRANSIT BOARD

APPROVED, ADOPTED AND PASSED on this _____ day of _____, 2018.

TRANSIT MANAGER

BY:

Signature

Print or Type Name

Date

CONTRACTOR

BY:

Signature

Print or Type Name

Date

MAILING ADDRESS:

ATTEST:

DENISE BACA, CLERK

DATE: _____

TELEPHONE: () _____

FEDERAL ID #: _____