

City of Farmington
Request for Quote
Police Uniforms
RFQ #25-158672

- I. **Purpose:** The City of Farmington is requesting quotes for Police Uniforms
- II. **Submittal Instructions:** RFQ's must only be submitted using the City's online bidding system, [IonWave](https://ionwave.net). Mailed, emailed, or faxed RFQ's will not be accepted and will be returned unopened. Offeror must provide all requested information by completing online submittal process and attaching requested documentation at <https://fmrtn-eRFQding.ionwave.net>.
- III. **General Conditions:**
 - A. The City reserves the right to reject any or all RFQ's or to waive technicalities at its option when in the best interests of the City.
 - B. Vendors may submit more than one RFQ that meets or exceeds the specifications listed. Vendors submitting more than one quote must create a second vendor file to submit the second quote in IonWave.
 - C. In responding to this solicitation, the vendor represents that it will not practice unlawful discrimination per Section 28-1-7 NMSA 1978 and Title VI of the Civil Rights Act of 1964 - 49 CFR part 21, with regard to, but not limited to, the following: race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap, age or serious medical condition.
 - D. The vendor hereby proposes to furnish the items or services F.O.B. Destination at the unit prices quoted herein after notice of award and the issuance of a purchase order.
 - E. Quotes must only be submitted using the City's online bidding system. Mailed, emailed, or faxed RFQ's will not be accepted. Vendor must use the RFQ Line Items provided in the online bidding system and complete all information in the blanks provided. Failure to comply, or use provided forms, may result in rejection of the quote at the City's option.

Quotes submitted with the City's online bidding system may be retracted prior to the time set for the closing. The quote may not be retracted after the RFQ has closed. Vendor warrants and guarantees that their response has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and the response will not and cannot be withdrawn because of any mistake committed by the vendor.
 - F. If items for which RFQ's have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. RFQ's offering "equal" products will be considered for award if such products are clearly identified and are determined by the Central Purchasing Office and requesting

Department to be equal in all material respects to the brand name products referenced. Unless clearly indicated in the response that vendor is offering an "equal" product, the RFQ response must be considered as offering a brand name product.

Equal must be taken in its general sense and must not mean identical. Specifications are for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design and is in no way intended to prohibit any manufacturer(s) item of equal material. The City of Farmington must be the sole judge of equality in their best interest and decisions of the City of Farmington as to equality must be final.

- G. Pursuant to Section 13-1-108 NMSA 1978, the amount of the line items must exclude all applicable taxes including applicable state gross receipts tax or applicable local option tax. The City will pay for any taxes due on the contract and will pay any increase in applicable taxes which become effective after the date the contract is entered into. The successful vendor must submit an itemized invoice with each request for payment. Taxes must be shown as a separate amount on such billing or request for payment and must separately identify each tax being billed.

To assist the City with budget preparation, the vendor must complete the Estimate of Taxes section of this RFQ and must identify by name each tax vendor believes to be applicable to this RFQ and must estimate the amount of each tax which will be charged on the entire RFQ.

- H. Until the final award, the City reserves the right to reject any and/or all submittals, waive technicalities, re-bid, or to otherwise proceed when the best interest of the City will be realized.
- I. After RFQ's are closed, the RFQ's will be tabulated for comparison on the basis of the RFQ prices and quantities shown in the RFQ. Until final award by the City of Farmington, the City reserves the right to reject any or all RFQ's, to waive technicalities, and to re-bid, or proceed to do the work otherwise when the best interests of the City will be realized.

RFQ's will be considered irregular if they show any omissions, alteration of form, additions, conditions not called for, or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interest of the City.

- J. The City reserves the right to reject any or all quotes, and all quotes submitted are subject to this reservation. Quotes may be rejected, among other reasons, for any of the following specific reasons:
 - 1. Quotes received after the time limit for receiving RFQ's as stated.
 - 2. Quotes containing any irregularities.
 - 3. Unbalanced value of any items.

K. Vendors may be disqualified and their quotes not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists.
2. The vendor being interested in any litigation against the City.
3. The vendor being in arrears on any existing contract or having defaulted on a previous contract.
4. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
5. Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

L. The successful vendor may not assign his rights and duties under an award without the written consent of the City's Central Purchasing Office. Such consent must not relieve the assignor of liability in event of default by his assignee.

M. Delivery date is an important factor to the City and may be required to be a part of each RFQ. The City of Farmington considers delivery time to be that period elapsing from the time the individual order is placed until that order or work there under is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery FOB Destination. In evaluating any guaranteed date of delivery, past delivery and service performance on previous City contracts may be considered. The City reserves the right to reject any quote if the guaranteed delivery date of any vendor is indicated unlikely because of the non-availability of stock in the vicinity of Farmington, New Mexico or failure of the vendor to meet guaranteed delivery dates or service performance on any previous City order.

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the vendor fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be FOB Destination, all freight prepaid.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor must immediately give notice thereof in writing to the Central Purchasing office, stating all relevant information with respect thereto. Such notice must not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

N. All quotes must specify terms and conditions of payment which will be considered as part of, but not control, the award of the RFQ. City review, inspections, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Quotes which call for payment before 30 days from receipt of invoice, or cash discounts

given on such payment, will be considered only if upon review, inspection and approval, if processing procedures can be completed within the specified time.

It is the intent of the City of Farmington to make payment on completed orders within thirty (30) days of receiving invoices unless unusual circumstances arise. Invoices must be fully documented as to labor, materials and equipment provided. To be valid, orders must be placed by the Central Purchasing Department and must be given a Purchase Order Number. All Purchase Orders will be paid upon completion of delivery and acceptance.

Payment will not be made by the City until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with City Purchasing procedures, unless this provision is waived by the City.

- O. In case of default of the successful vendor, the City of Farmington may procure the articles from other sources and hold the vendor responsible for any excess cost occasioned thereby.
- P. Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract must be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, he must notify the Purchasing Agent immediately, in writing, including the reasons therefore and propose any consideration which will pass to the City if authorization to use supplies or components is granted.
- Q. Vendor must have no claim against the City for failure to obtain information made available by the City which the vendor could have remedied through the exercise of due diligence.
- R. The only approved contact must be with the buyer listed in this RFQ. Vendors making contact with any other City official or City employee regarding this RFQ may be disqualified.
- S. All documents related to this solicitation are subject to the "Inspection of Public Records Act," Chapter 14, Article 2, NMSA 1978.
- T. By law (Section 13-1-191, NMSA, 1978) the City is required to inform vendors of the following: (1) it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); (2) it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); (3) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA,

1978); (4) it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

- U. Conflict of Interest: Vendor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service under this contract. Vendor must notify the City's Chief Procurement Officer if any employee(s) of the requesting department or the Central Purchasing Division have a financial interest in the Offeror. If yes, the Offeror must specify the employee(s) name in their quote. If federal funding is utilized for this purchase, the Purchasing Division will notify the using department of the conflict. The using department will notify the funding agency of the conflict.

- V. Any protest must be timely and in conformance with Section 13-1-172, NMSA, 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive bidders must begin on the day following the City's written notification to all responding bidders. Protests must be written and must include the name and address of the protestor and the number assigned to this RFQ by the City. It also must contain a statement of grounds for protest including appropriate supporting exhibits. The timely protest must be delivered to:

Chief Procurement Officer
Central Purchasing Division
City of Farmington
800 Municipal Drive (mailing) or
805 Municipal Drive (physical)
Farmington, NM 87401-2663

- W. By submitting a response to this RFQ the business represents and warrants that it is not debarred, suspended, or placed in ineligibility status under the provisions of Federal Executive Order 12549.

IV. Special Conditions:

Periodic deliveries will be made only upon authorization of the Purchasing Department and shall be made if, as, and when required and ordered by the City at such intervals as directed by said Purchasing Department.

Deliveries shall be to the location identified in each order within the City of Farmington.

The quantities shown on the bid are estimated quantities only. The City of Farmington reserves the right to purchase more than or less than the quantities shown. In any event, the unit bid prices shall govern.

The Contract will be awarded at the prices bid for a period of time as set forth in the Bid Schedule.

Bidder warrants that all deliveries made under the Contract will be of the type and quality specified; and the City's Purchasing Agent may reject and/or refuse any delivery which falls below the quality specified in the specifications. The City shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded.

All manufacturers' warranties shall insure to the benefit of the City, and replacement of defective materials shall be made promptly upon request.

Failure by the Contractor to make reasonable delivery as and when requested shall entitle the Purchasing Agent to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Contract for amounts, if any, paid by the City over and above the bid price

All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the City, free and clear of any material man's, supplier's, or other liens.

Regardless of the award of a Contract hereunder, the City retains the right to purchase the same or similar materials or items from other sources should it be determined that doing so would be in the City's best interest, based on cost and quality considerations; however, in such event, the Contractor will be given the first option of meeting or rejecting the proposed alternate sources' lower price or higher quality.

Acceptance by the City of any delivery shall not relieve the Contractor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specification thereby waiving the City's right to request replacement of defective material.

V. Instructions

- A. Whichever deems in the best interest of the City, the City reserves the right to award the RFQ in total, by groups of items, on the basis of individual items or any combination of these; or as otherwise specified in the RFQ terms unless the Vendor qualifies his quote by specific limitations. Only the City is in a position to determine its own best interest, therefore the City must be the sole judge in determining the award analysis. Its decision must be final.
- B. If qualifying a quote vendor must clearly state so in their response on a separate sheet of paper titled "Exceptions to Specifications." The restriction(s) or qualifier(s) must be clearly identified. If the pricing is subject to change if the City elects to award by category, based on groups of items or line items; or any part of the quote is dependent upon receiving a complete category award, then the vendor's response must identify these restrictions. Exemptions must indicate which items or which categories they are quoting on an "all or none" basis, they must indicate if they are qualifying their based on a minimum threshold dollar award limit, or any other type of exemption. Responses with

exceptions may result in rejection of the whole quote or partial line items within the quote.

- C. The vendor has the option to offer a discount if they receive "All" of the items above listed. This schedule has not been formatted to include the discount option. This would be considered an alternate offer and the discount(s) must be clearly identified. The line item pricing with discounts must be identified on a separate form titled "Exceptions to Specifications" as identified herein.

D. Award

1. Award of the RFQ will be made with first consideration given to the lowest responsible, responsive quote.

E. Term

1. The term of the Agreement must be in effect for one (1) year, subject to earlier termination pursuant to these RFQ Specifications and the City of Farmington's General Terms and Conditions.
Reference <http://www.farmingtonnm.gov/documentcenter/view/5096>
2. The Agreement may renew automatically, subject to the appropriation of funds by City Council, from year to year for three (3) additional consecutive one-year periods unless written notice is given by either party to the other of its intent not to renew.

F. Termination

1. **Termination for Cause** - If, through any cause, vendor fails to fulfill in a timely and proper manner Vendor's obligations under this Agreement or if Vendor violates any of the covenants, agreements, or stipulations of this Agreement, the City may order Vendor by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If Vendor fails to correct the deficiency within the time period specified in such notice, which time period must be reasonable under the circumstances, the City Manager must have the right to immediately terminate this Agreement. The Vendor must be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder prior to such termination.

Notwithstanding the above, Vendor must not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Vendor, and the City may withhold any payments to the Vendor for the purposes of set-off until such time as the exact amount of damages due the City from the Vendor is determined.

2. **Termination for Convenience** - The City Manager may terminate this contract at any time by giving at least thirty (30) days' notice in writing to the Vendor. If this contract is terminated due to the fault of Vendor, item 2.1, above, relative to

termination must apply and no further compensation or reimbursement to Vendor must be due. If terminated for any other reason, City will reimburse Vendor for all documented out-of-pocket expenses incurred in connection with this contract.

G. Estimated Quantities

1. Quantities are estimates only. The City does not guarantee a minimum quantity to be purchased during the term of the contract. The City reserves the right to:
 - a) order more or less than the quantity listed
 - b) add or delete items from the contract
 - c) not order some items on the list
2. The City anticipates ordering in quantities as shown on the RFQ Schedule. If the Vendor's pricing is subject to change if the City elects to order less than or more than the quantity lot size identified, the Vendor must clearly identify on a separate sheet of paper titled "Order Quantity Schedule" the quantity levels where different price structures are applied.

H. Required Unit of Measure

1. Vendor must correctly extend their RFQ line items based on the UOM (Unit of Measure) packaging indicated for RFQ comparison purposes. Vendors submitting their quote with no extended pricing or total may be considered non-responsive.
2. Quotes and invoices must be per the UOM listed on each line item. No other UOM will be accepted and the City reserves the right to reject the category or line item not quoted or invoiced as requested.

I. Pricing

1. Pricing shall remain firm for one (1) year) from the date the contract is executed.
2. Price adjustment requests shall be submitted in writing no less than 30 days prior to the contract renewal date and include supporting documentation for the request. Allow 30 days after approval for price adjustments to take effect.
3. Price adjustment requests shall be adjusted annually for each contract year starting with the contract anniversary, provided written request and supporting documentation has been received and approved by the City Purchasing Department.
4. Any price adjustment requests shall become effective after Bidder's written request and supporting documentation has been received, accepted and approved by the City Purchasing Department. Documentation requests means that the request shall present detailed information and calculations that make it clear how the

claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be clearly identified and justified.

5. The City reserves the right to accept or reject any price adjustment requests. The City Purchasing Department will determine whether the requested price increase or an alternate option, is in the best interest of the City.
6. Such requested price adjustments shall become effective only upon approval by the City Purchasing Department.
7. Any price adjustment requests shall not apply to orders received by the Bidder prior to the effective date of the increased contract price. Orders placed via Purchase Order or Release Order, shall be considered to have been received by the Bidder.
8. The City reserves the right to cancel a contract resulting from any price adjustment request and re-solicit, if escalated price is above current open market or the City may obtain material in the open market. Cancellation shall not affect any outstanding orders.
9. The City reserves the right to utilize any market research such as the Bureau of Labor Statistics (BLS) and/or Producers Price Index (PPI) or any other similar indexes. Quotes from outside sources may also be obtained to compare pricing.
10. If Bidder receives any price de-escalations from the supplier of goods sold to the City through a contract resulting from this request, the Bidder is responsible for notifying the City of such de-escalation and passing those price changes on to the City immediately.

J. Emergency Orders

1. The City reserves the right to surpass this RFQ, if successful Vendor is unable to fill an order, and buy from another immediate source in order to fulfill an emergency need.

K. Use of Contract by Other Agencies

1. Pursuant to Section 13-1-129, NMSA 1978, Vendors/Contractors/Offerors are hereby notified that any central purchasing office allowed by law and as otherwise allowed by their respective governing rules and regulations, may contract for the goods and/or services included in this procurement document with the awarded Vendor/Contractor/Offeror. Contractual engagements accomplished under this provision must be solely between the Vendor/Contractor/Offeror and the contracting entity with no obligation by the City of Farmington.

L. Application of Preferences

1. Resident Business or Native American Resident Business - Per 13-1-21 and 13-1-22 NMSA, all resident contractors or Native American contractors, wishing to obtain in-state preference, are required to obtain a preference number and certificate with the New Mexico Department of Taxation and Revenue. It will be the sole responsibility of the Vendor/Contractor/Offerors requesting consideration for Resident Preference to obtain approval and a certification from the New Mexico Department of Taxation and Revenue prior to the RFQ opening date.
2. Resident Veteran Business or Native American Resident Veteran Business - In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 and effective July 1, 2012, a resident veteran's business or Native American Resident Business preference has been implemented. The Taxation and Revenue Department (TRD) will be issuing a three (3) year certificate to each qualified business. Businesses are required to reapply to TRD every three (3) years with the proper documentation to renew their certificate.

For additional information please call 505-827-0700 or go to:

[In-State / Veteran Preference Certification : Businesses \(newmexico.gov\)](#)

1. Per 13-1-21 H NMSA contractor will only receive points for either resident/Native American business or resident/Native American veteran business. The points are not cumulative.
2. Per 13-1-21 J NMSA application for preference does not apply when the expenditure includes federal funds.

M. Brand-Name Specification

1. Pursuant to §13-1-165, Brand-name specification; use, the central purchasing department has made a determination that only the brand-name item identified in this RFQ will satisfy the needs of the City. This determination has become part of this procurement file.
2. These specifications are based upon testing, design and performance criteria which have been developed by the City of Farmington as a result of extensive research and careful analysis. Subsequently, standardization on this name brand reflects the only type of [EQUIPMENT, MATERIALS OR SUPPLIES] that [IS/ARE] acceptable at this time.
3. If any Vendor/Contractor/Offeror is of the opinion that the specifications as written preclude him/her from submitting a proposal that will adequately satisfy the needs to the City, it is requested that his/her opinion be made known to the City's Chief Procurement Officer in writing **AT LEAST SEVEN (7) BUSINESS DAYS PRIOR** to the RFQ opening date. The written opinion should identify the specification page(s) and paragraph number(s) with a full explanation why the

specifications preclude the Vendor/Contractor/Offeror from submitting a proposal. Recommended language that would allow the Vendor/Contractor/Offeror to submit a proposal would be beneficial.

VI. Scope of Work/Minimum Specifications

A. Intent

The City of Farmington is accepting proposals from vendors for the purchase of uniforms for the Police Department in full accordance with the specifications, terms and conditions contained in this proposal. This proposal consists of various uniform clothing type as specified in the bid line items and line type.