

HOBBS MUNICIPAL SCHOOLS  
P.O. Box 1030  
Hobbs, New Mexico 88241

**REQUEST FOR PROPOSAL**

**SUBJECT:** **Furnish Gasoline Automated Fuel Services**

**Commodity Code:** **#40515**

**RFP NUMBER:** **2324-09**

**RFP ISSUED:** **June 28<sup>th</sup>, 2023**

**RFP DUE DATE/TIME:** **July 11<sup>th</sup>, 2023 – 10:00 a.m.**

**PLACE OF OPENING:** **Hobbs Municipal Schools**  
Administration Office  
1515 E. Sanger – P.O. Box 1030  
Hobbs, New Mexico 88241

**BIDDER INFORMATION:**

We agree to provide the items as listed for the RFP prices indicated on the attached Proposal Form.  
We agree to adhere to the General Conditions and Specifications of this RFP.

COMPANY \_\_\_\_\_ SIGNATURE \_\_\_\_\_

ADDRESS \_\_\_\_\_ NAME (PRINT) \_\_\_\_\_

\_\_\_\_\_ TITLE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

E-Mail Address \_\_\_\_\_

NEW MEXICO RESIDENT BIDDER CERTIFICATE # \_\_\_\_\_

VETERANS BIDDER CERTIFICATE # \_\_\_\_\_

## GENERAL CONDITIONS

### I. SUBMITTING BIDS

- A. Sealed Request for Proposals (RFP) will be received at the Administration Office of the Hobbs Schools, 1515 E. Sanger, Hobbs, New Mexico in accordance with the advertisement. Bidder shall use the bid form included with the specifications. RFP forms must bear the signature of the bidder to be considered. Failure of bidders to complete bidding documents in accordance with all instructions provided is cause for the Hobbs Municipal Schools to reject RFP.
- B. RFP price per gallon includes all costs per gallon to be billed to the Hobbs Municipal Schools except Federal excise taxes. Billing shall not include Federal Excise Tax. Hobbs Municipal Schools will provide verification as necessary to validate tax-exempt status.
- C. New Mexico Resident Bidder Preference – In accordance with Section 13-1-21, NMSA, 1978, bidders who have a Resident Bidder Certificate from the State of New Mexico will be given a 5% preference over bidders who do not have a certificate. To qualify for this preference, the bidder's Resident Bidder Certificate number must be provided in the space indicated on the Invitation to Bid and the **vendor must be bidding from a New Mexico address**.
- D. Veteran Business Preference Certificate - A veteran business, pursuant to Section 13-1-21&22 NMSA 1978, shall be awarded the equivalent of seven percent (7%), eight percent (8%), or ten percent (10%) of the total possible points assigned to the technical proposal. The percent awarded shall be determined by the Veteran Business Preference Certificate issued by the NM Taxation and Revenue Department to the qualified Offeror(s).
- E. It is the bidder's responsibility to deliver the RFP to the proper place and at the time designated. Pursuant to Section 13-1-102, NMSA, 1978, facsimile bids will not be accepted or considered in awarding a bid.
- F. To expedite identification of the bid envelopes and to insure bid security, place the RFP # and Attention Jessica Alvarado on the lower left corner of the bid envelope.
- G. This RFP will be submitted to the Hobbs Board of Education on Tuesday, July 18<sup>th</sup>, 2023.

## II. TERM OF AGREEMENT

This agreement to provide services shall be effective for one (1) year period **beginning July 20<sup>th</sup>, 2023 to June 30<sup>th</sup>, 2024.** The agreement will be reviewed annually for two (2) additional school years. A determination will be made on continuing the agreement and the cost negotiated for each subsequent renewal period. The Hobbs Municipal Schools reserves the right to terminate any or all agreements prior to the end of the period. The Hobbs municipal Schools reserves the right to purchase more or less than estimated quantities at the proposed price.

## III. SERVICES

- A. Warranty: The vendor agrees that the supplies or services furnished under this bid shall be covered by the most favorable commercial warranties the vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the Hobbs Municipal Schools in addition to and do not limit any rights afforded to the Hobbs Municipal Schools by any other clause of this bid. Vendor agrees not to disclaim warranties of fitness for part fitness for particular purpose of merchantability.
- B. The successful vendor will have up to thirty (30) days from the award date to implement this system.

## IV. AWARD OF CONTRACT

- A. The Hobbs Municipal Schools Board of Education reserves the right to waive irregularities in RFP's and to reject any or all bids or portions thereof. They may award to the bidder whose bid is deemed to be in the best interest of the Hobbs Municipal Schools.
- B. To preclude possible errors and/or misinterpretations, bid prices must be affixed legibly in ink, or typewritten. Corrections or changes must be signed or initialed by bidder prior to scheduled bid opening. Failure to do so will be just cause for rejection of bid.
- C. Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes. Such corrections must be properly identified and signed or initialed by bidder. Resubmitting must be prior to scheduled bid opening for consideration.
- D. After bid opening, no modifications on bid prices or other provisions of bids shall be permitted. A low bidder alleging a material mistake of fact, after bids have been opened, may be permitted to withdraw the bid upon written request prior to award at the discretion of the Business Manager.

- E. This bid will be awarded on a unit margin price (not a percentage) above OPIS prices. OPIS prices must be firm for a one (1) week period. Notice of proposed price will be issued to the Business Office weekly, effective Monday. Margin prices must be firm for each annual contract period. Notice of proposed price changes, must be submitted sixty (60) days prior to renewal date for consideration. Approval is not automatic. Request must be submitted in writing to the Hobbs Municipal Schools.

## V. PAYMENT

The Hobbs Municipal Schools request one invoice per month. Payment will be made within twenty (20) days upon certification from the Hobbs Municipal School Warehouse that all contract terms have been met.

## VI. INSURANCE

The successful bidder shall obtain, and provide proof thereof, to the Hobbs Municipal School the following insurance coverage:

General Liability – Premises, operations, explosions and collapse hazard, underground hazard contractual insurance, products with completed operations, broad form property damage, independent contractors and personal injury. The limits of liability shall be no less than \$1,000,000 combined single limits for bodily injury and property damage.

The Hobbs Municipal Schools shall be named as an additional insured.

Worker's Compensation – Required along with New Mexico statutory employer's liability limits regardless of number of employees.

## 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

\_\_\_\_\_  
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 \_\_\_\_\_

## SPECIFICATIONS

### Gasoline 89 Octane Regular Unleaded and Diesel Automated Fuel Dispensers

1. Prices per gallon are based on the average for Artesia as contained in PAD 3 Oil Price Information Service (OPIS) weekly newsletter. The Hobbs Municipal Schools receive weekly prices by email every Thursday for the week. The vendor can call on Friday for the next weeks average price. The vendor may also obtain the News Letter by contacting OPIS, 4550 Montgomery Avenue, Suite 700-N, Bethesda, MD 20814, (301) 816-8950. Price per gallon shall be adjusted each week in accordance with the OPIS reports. Plus, vendor mark-up (price per gallon), plus state taxes. The Hobbs Municipal Schools is exempt from Federal and Local Taxes.
2. Bidder must submit an invoice per month, invoice must include the following:
  - a. Specific detail of each purchase made during each week.
  - b. Show a PIN and/or card number of the person who made the purchase and the date purchase was made.
  - c. Vehicle Number, Mileage, and Gallons received from vehicle.

Information must be supplies per month on a computer printout.

Each bidder must submit with their bid, a sample of the type of billing that they will be utilizing for this agreement.

3. The Hobbs Municipal Schools will need 50/55 cards for their employees authorized to purchase fuel. Authorization shall be terminated within twenty-four hours upon request of the Hobbs Municipal Schools.
4. The successful bidder will be responsible to provide credit cards to the Hobbs Municipal Schools, as needed, at no additional charge. A sample of this gas card shall be submitted along with your bid, with detailed explanation on how this card will be utilized. Replacement cards and new employee cards shall be produced within one working day.
5. A minimum of three stations must be within the Hobbs city limits and opened twenty-four hours, seven days a week.
6. This bid is for Gasoline 89 Octane and Diesel Automated. Please list exceptions to the specifications on page three for the type of gasoline that your company has on site.



**SPECIFICATIONS**  
**#2 L.S. Diesel Automated Fuel Dispenser**

1. Prices per gallon are based on the average LOW SULFUR #2 DIESEL fuel price for Artesia as contained in PAD 3 Oil Price Information Service (OPIS) weekly newsletter. The Hobbs Municipal Schools will receive weekly prices by email every Thursday for the week. The vendor can call on Friday for the next weeks average price. The vendor may also obtain the News Letter by contacting OPIS, 4550 Montgomery Avenue, Suite 700-N, Bethesda, MD 20814, (301) 816-8950.
2. Bidder must submit an invoice per month, invoice must include the following:
  - a. Specific detail of each purchase made during each week.
  - b. Show a PIN and/or card number of the person who made the purchase and the date purchase was made.
  - c. Vehicle Number, Mileage, and Gallons received from vehicle.

Information must be supplies per month on a computer printout.

Each bidder must submit with their bid, a sample of the type of billing that they will be utilizing for this agreement.

3. The Hobbs Municipal Schools authorized employees shall be able to use the same 60/65 cards to purchase fuels in specifications pages one and two.
4. The successful bidder will be responsible to provide credit cards to the Hobbs Municipal Schools, as needed, at no additional charge. A sample of this gas card shall be submitted along with your bid, with detailed explanation on how this card will be utilized. Replacement cards and new employee cards shall be produced within one working day.
5. A minimum of three stations must be within the Hobbs City Limits and opened twenty-four hours, seven days a week.
6. This bid is for #2 Diesel. Please list exceptions to the specifications on page three for the type of diesel that you company has on site.

**EXCEPTIONS TO FUEL SPECIFICATIONS**

List Exceptions and/or Alternatives to Specs:

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**PROPOSAL FORM**

<b>Item</b>	<b>Est. Quantity</b>	<b>Description</b>	<b>Margin Unit Cost</b>
1.	22,000 gallons	Gasoline 89 Octane Automated	+/- p/gal.
2.	6,500 gallons	#2 L.S. Diesel Automated	+/- p/gal.
3.		Oil Disposal Service, (pick up waste oil in drum)	p/trip

**INDICATE ON MARGIN UNIT COST IF PRICE IS + (PLUS) OR - (MINUS)**

**OFF THE OPIS PRICE LIST**

**\*PLEASE CIRCLE ONE\***

Can Propane be purchased from you?  Yes  No

If Yes, Where can purchase be made: \_\_\_\_\_

\_\_\_\_\_

Can Kerosene be purchased from you?  Yes  No

If Yes, Where can purchase be made: \_\_\_\_\_

\_\_\_\_\_