

CITY OF CARLSBAD

SOLE SOURCE AND EMERGENCY PROCUREMENT REQUEST AND DETERMINATION FORM

A sole source *determination* is not effective until the *sole source request for determination* has been posted for thirty (30) calendar days without challenge, and subsequently approved in writing by the Purchasing Manager. *A purchase order will not be issued and orders may not be placed until the sole source determination as been posted for a minimum of 15 days.*

I. Name of Company: Carlsbad Chevrolet Date: 4/23/24

Please Check One: New Sole Source ☒ Renewal of Existing Sole Source ☐

Please Check One: ☒ Product ☐ Services ☐ Product and Services

Type of Sole Source Requested: *(Please check the one that best describes the type of Sole Source you are requesting)*

☐ **Company Sole Source** (Only one company can provide the goods or services)

☒ **Brand Name Sole Source** (Only this brand will serve the intended purpose or function with existing equipment or systems, including software)

☐ **Unique Professional Services** (Only one company or individual can provide this service due to the creative nature of the service or custom delivery of goods or services that are unique and subject to custom design and/or fabrication.

****Please note- True Professional Services under \$60,000 in value are considered a small purchase and does not require a sole source determination.**

☐ **Proprietary Sole Source** (Only this company provides this product or service and only this company can provide after sale maintenance, repairs or service agreements)

☒ **Local Sole Source** (Only one company exists to provide this product or service locally and due to the nature of the purchase, it is not feasible or reasonable to obtain the product or service from non-local sources. Only one local vendor is able to respond to the need in a timely manner due to local proximity)

Amount of Purchase \$ 6,767.90

II. ☐ **Emergency Procurement Request**

DEFINITION OF EMERGENCY CONDITIONS:

An emergency condition is a situation which creates a threat to public health, welfare, safety or property such as may arise by reason of floods, epidemics, riots, equipment failures or similar events. The existence of the emergency condition creates an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:

- A. the functioning of government;
- B. the preservation or protection of property; or
- C. the health or safety of any person.

Please provide a detailed explanation for why the purchase required meets the above definition of an Emergency Condition.

N/A

** The Emergency Determination will only be in effect as long as needed to alleviate the emergency conditions. Once the emergency condition has passed, regular procurement methods and procedures must be followed.

Amount of purchase: \$ _____

Sole Source Determination

- III. Provide a detailed, sufficient explanation of the reasons, qualifications, proprietary rights or unique capabilities of the prospective contractor that makes the prospective contractor ***the one source*** capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the “best” source or the “least costly” source. Those factors do not justify a “sole source.”)

A Carlsbad Fire Department Unit needs to have it's engine replaced. The unit is a 2012 Chevy Dual Cab 4x4 that was donated to the City by Eddy County.

The replacement engine must be a Chevy engine and can only be purchased from an authorized Chevy dealership.

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- IV. Provide a detailed, sufficient explanation of how the professional service, service, construction or item(s) of tangible personal property is/are ***unique and how this uniqueness is substantially related to the intended purpose of the contract.***

Chevy engine must be purchased to install in the Chevy pickup truck.

- V. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.


Chevy engine must be purchased to install in the Chevy pickup truck.

- VI. Provide a narrative of the due diligence used in determining the basis for the procurement, including a review of available sources and include Include a list of businesses contacted (*do not state that no other businesses were contacted*), date of contact, method of contact (telephone, mail, e-mail, other), and documentation demonstrating an explanation of why those businesses could not or would not, under any circumstances, provide the goods or services; or an explanation of why the department has determined that no businesses other than the prospective contractor can provide the goods or services requested.

The replacement engine must be a Chevy engine and can only be purchased from an authorized Chevy dealership.

Certified by:

Date: 4-23-2024



Department Director

APPROVED:

Date: 5-7-24
EFFECTIVE



Chief Procurement Officer

Authority to Proceed

- 1) the signature of the CPO on this form certifies the sole source has been posted for thirty (30) calendar days and has received no challenges;
- 2) the sole source is granted as of the date of signature by the State Purchasing Agent; and
- 3) the signature of the CPO on this form is the final signature required for this sole source procurement.

CARLSBAD CHEVROLET

2155 S. CANAL STREET
CARLSBAD, NM 88220
PHONE: (575) 885-2155
FAX: (575) 941-7090

F-38

2012

CHK-04 CAB
DOW 4x4

RETURN/REFUND POLICY: ALL RETURNS MUST BE ACCOMPANIED BY THIS INVOICE AND ARE SUBJECT TO A 35% RESTOCKING CHARGE. RETURNED ITEMS MUST BE IN THE ORIGINAL UNOPENED BOX OR CONTAINER. PLEASE NOTE THAT THE DEALERSHIP WILL NOT ACCEPT RETURNS OR MAKE REFUNDS AFTER 30 DAYS. NO REFUNDS OR RETURNS ON SPECIAL ORDER PARTS OR ELECTRICAL PARTS.

DISCLAIMER OF WARRANTY: ALL PARTS AND ACCESSORIES ARE SOLD BY THE DEALERSHIP AS-IS. ANY WARRANTIES ON THE PARTS OR PRODUCTS DESCRIBED BELOW ARE THOSE OF THE MANUFACTURER OR DISTRIBUTOR OF THE PARTS OR PRODUCTS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SAME. THE DEALERSHIP NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PARTS OR PRODUCTS. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. THIS DISCLAIMER IN NO WAY AFFECTS THE PROVISIONS OF ANY MANUFACTURER OR DISTRIBUTOR WARRANTIES.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER	
19 APR 24		19 APR 24		Q3010	09:54

QUOTE

ACCOUNT NO V3131

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CITY OF CARLSBAD
PO BOX 1569
CARLSBAD, NM 88221-1569

SHIP VIA	SLSM	BL NO	TERMS	F.O.B. POINT
	75833	(505) 887-1191	AR CHARGE	ROSWELL, NM

QUANTITY	PART NO.	DESCRIPTION	LIST	NET	AMOUNT	COST	COMP.
0	12690557	ENGINE	5377.55	4267.90	4,267.90	384111	0
	CORE DEPOSIT			2500.00	2,500.00	250000	
*** INVOICE QUOTE - DO NOT PAY ***							

***** We Appreciate Your Business! *****				TOTALS			
				PARTS	6,767.90	634111	0
				SUBLET			
				FREIGHT	0.00		
				SALES TAX	0.00		
				METHOD OF PYMT			
CUSTOMER'S SIGNATURE X				TOTAL	\$6,767.90		