

**PRICE AGREEMENT
ANNUAL EXTENSION – YEAR 3 OF A POSSIBLE 5
(No. 12-13-311)**

Pricing submitted by Neve's Uniforms, Inc. (Contractor) in response to the City of Las Cruces No. 12-13-311 is hereby agreed to renew for a period of one (1) year, to begin September 17, 2014 and terminate September 16, 2015. All other terms/conditions of the related to this extension agreement remain the same.

AGREED:

NEVE'S UNIFORMS, INC.

CITY OF LAS CRUCES

Michael Driggers
Signature _____ Date _____

Karen Medina 10/7/14
Karen Medina _____ Date _____
Purchasing Manager

MICHAEL DRIGGERS

Printed Name/Title

Regional Manager
Neve's Uniforms & Equip Inc
2520 San Mateo NE
ALBUQUERQUE, NM 87110
(PH) 505 266-0507
FAX (505) 266-0326

INVITATION TO BID

TITLE	BID #	DUE DATE/TIME
Police Uniforms Price Agreement	12-13-311	July 10, 2012 / 2:00 pm

Bid Submitted by: New's Uniforms Inc.
(Company)

BIDDING CONDITIONS

Unless otherwise stated in the bid document, the following conditions apply.

- 1) Bidders are advised that all bids are subject to the legal requirements as provided for in the City of Las Cruces (City) Procurement Code, Chapter 24 Las Cruces Municipal Code (LCMC), 1998 available on the City's website:
<http://www/Departments/Financial%20Services/Services/Purchasing.aspx>

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| <p>a) Preference will be given to bidders residing within New Mexico and/or Las Cruces, NM, in accordance with §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, and Section 24-100, LCMC, 1998, of the City Procurement Code. Respondents are advised, however, that there are sections within Section 24-100 that are currently not consistent with the state statutes and such sections will be waived for purpose of bid evaluation and award.</p> <p>b) Whenever bid specifications are for supplies or materials consisting of recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall receive a 5% preference pursuant to §13-1-21, NMSA, 1978.</p> <p>c) The application of preferences shall not be combined to exceed five percent (5%).</p> <p>d) Whenever federal funds are involved in the purchase of goods/services by the City, the preferences stated within this section are not applicable.</p> |
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- e) **DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF DURING THE BID PROCESS** (from Public Notice through Award), OTHER THAN PURCHASING SECTION STAFF, WILL RENDER THE BID NON-COMPLIANT AND UNACCEPTABLE FOR AWARD.
- f) Bidder agrees to comply with all City, State and Federal rules and regulations.
- g) Bidder is responsible for complying with criminal laws prohibiting bribes, gratuities and kickbacks.

- 2) Bids must:

- a) be submitted typed or in ink on **UNALTERED City bid forms** for bid to be considered.
- b) be complete with required information.
- c) be signed by an authorized representative.
- d) be submitted separately and labeled as such when submitting more than one bid.
- e) state the manufacturer BRAND/MODEL NUMBER offered on all items along with brochures and specifications.
- f) include samples at no cost for evaluation purposes when required by the bid specifications or otherwise requested by the City.
- g) include a request for return of samples, by the supplier, otherwise samples shall become the property of the City after 60 days. (Bidders must arrange for and absorb the cost of any sample return.)
- h) be mailed, hand delivered, or faxed to:

<u>MAIL:</u>	<u>HAND DELIVER:</u>	<u>FAX:</u>
City of Las Cruces Purchasing Section P.O. Box 20000 Las Cruces, NM 88004	City of Las Cruces Purchasing Section 700 North Main, Room 3134 Las Cruces, NM 88001	City of Las Cruces Purchasing Section 575-541-2515

When submitting a bid via fax:

- FAX should have a cover sheet containing the bid or quote number and title, due date and time, and bidder's name, phone, and fax numbers. **No pricing is to be shown on this page.**
 - If the FAX is not completely received before the due time, it shall not be considered. Time received shall be the time registered by the FAX machine located in the Bid Clerk Office of the Purchasing Section. **Note:** The City is not responsible for ensuring that a complete faxed bid is received.
- i) be received by the City Purchasing Section by the specified due date and time, and stamped by the Purchasing Section's official time clock. Late bids shall not be accepted.

- 3) Pricing shall:

- a) state the **UNIT PRICE** and **EXTENDED AMOUNT** for each item or service offered. **UNIT PRICES GOVERN ANY ERRORS IN THE EXTENSION** and shall be stated **F.O.B. - Destination; Prepaid Full Freight Allowed**
- b) exclude any applicable taxes.

- c) be effective for 45 days.
- 4) Questions:
 - a) MUST be submitted in writing and either emailed, faxed, hand delivered or mailed to the attention of the Bid Clerk referencing the bid number and title.
 - b) will be accepted only up to one week prior to the bid due date/time.
- 5) Addenda:
 - a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
 - b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via fax/email/mail.
 - c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked REVISED.
 - d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.
- 6) The City reserves the right to:
 - a) determine responsible bidders and responsive bids.
 - b) accept and award compliant bids based on the lowest:
 - i) Individual Unit Price, or
 - ii) Grouped Unit Price, or
 - iii) Lump Sum Unit Price; whichever is deemed most beneficial to the City.
 - c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought.
 - d) negotiate an extension of effective price dates.
 - e) change the quantity of bid items within their effective price date.
 - f) reject any or all bids partially or wholly.
- 7) It is the City's intent to award bids within 45 days of the bid due date.
 - a) Bidders may obtain bid results by contacting the Bid Clerk at bidclerk@las-cruces.org
 - b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension

Receipt of Addenda Nos. ONE is hereby acknowledged. (Where none received, place '0' in this space.)

Payment Terms: Net 30 Days Bidder guarantees delivery of items within 1-45 days

Pricing for this bid is effective through 7-11-13 (price agreements are effective for one year from date of award)

NM Tax & Revenue Dept. CRS # 07454400000

Current NM Public Regulatory Commission Registration # LU79919680 (corporations only)

Current CLC Business Registration # N/A (respondents located in Las Cruces only)

NM Resident Certificate from NM Tax and Revenue Department enclosed Yes No

Fed I.D. 84-0816655 (mandatory for all respondents)

In compliance with the Bid Specifications, Bidding Conditions, and Purchase Order Terms and Conditions, I, the undersigned, offer and agree to furnish any or all items upon which prices are offered at the price set opposite each item, to the City within the time specified.

I (we) further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" as described in the Federal Register Rules and Regulations.

COMPANY NAME & ADDRESS:

NEVES UNIFORMS INC
2520 SAN MATEO BLVD NE IE
ALBUQUERQUE NM 87110)
505-266-0507
 Phone 505-266-0326
 Fax

Typed or Printed Name of Authorized Representative & Title:

Michael Driggers
Michael Driggers 07/9/2012
 Signature Date
Driggers@nevesuniforms.com
 Email

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **NEVE'S UNIFORMS INC.**
DBA: **NEVE'S UNIFORMS INC.**
5120 OSAGE ST STE 200
DENVER, CO 80221-7825

Expires: **9-Jul-2015**

Pursuant to Sections 13-1-21 and 13-1-22 NMSA 1978 the Person or Business Named Herein has met the statutory requirements and has been awarded a Resident Business Certificate.

Certificate Number:

L1179919680



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

PURCHASE ORDER TERMS AND CONDITIONS

1. **CONTRACT.** The contract resulting from the acceptance of this purchase order is to be construed according to the laws of the State of New Mexico. This contract is non-assignable by Seller.
2. **DELIVERY SCHEDULE.** Deliveries are to be made both in quantities of finished goods, service or construction and at times specified by the City. The City will have no liability for payment of material, service or construction delivered to the City which exceeds purchase order requirements. The City may from time to time change delivery schedules or issue temporary suspension of scheduled material, service or construction.
3. **EXCUSABLE DELAYS.** Except with respect to defaults of subcontractors, Seller shall not be liable for delays or defaults in deliveries due to causes beyond its control and without its fault or negligence. Written notice setting forth the cause for any anticipated delay will be given immediately to the City. Any delay due to default of subcontractor will be excusable if beyond the control and without the fault or negligence of both the Seller and subcontractor and if Seller established that it could not obtain supplies or services from another source in time to meet scheduled deliveries.
4. **CANCELLATION.** The City reserves the right to cancel all or any part of the work covered by this purchase order if Seller does not make deliveries as specified or so fails to make progress as to endanger performance of the work and does not correct such failure within 10 days after receipt of written notice from the City specifying such failure, or if Seller breaches any of the terms hereof.

Additionally, performance of work under this purchase order may be terminated by the City at its option, in whole or in part by delivery, or by mailing a written notice of termination whenever the City determines such termination is in its best interest. Upon termination under this paragraph, the City shall pay to Seller the following amounts without duplication:

- The purchase order price for all completed deliveries of material, service or construction not previously paid for.
 - The actual costs incurred by Seller in accordance to this purchase order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting practices to the terminated portion of this purchase order. Payments shall not exceed the aggregate price specified in this purchase order, less payments otherwise made or to be made.
5. **INSPECTION.** All material shall be received subject to the City's inspection and rejection. Defective material or material not in accordance to the City's specifications will be held for Seller's instruction and at Seller's risk and, if Seller so directs, will be returned at Seller's expense. Any payment for material, service or construction on this order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove Seller's responsibility for latent defects.
 6. **SHIPPING AND BILLING.** Deliveries shall be shipped F.O.B.—Las Cruces, New Mexico; Prepaid & Allowed. All deliveries shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation cost and without additional charges unless otherwise specified.

Seller shall properly mark each package with the City's order number including single shipments comprised of multiple packages. Purchase order number and package number shall be shown on packing slips, bills of lading and invoices. Packages delivered without purchase order identification number shall be rejected and returned to Seller at Seller's expense. Packing slips must accompany each shipment.
 7. **WARRANTY.** Seller is responsible for including product warranty documentation with shipment.
 8. **REMEDIES.** All remedies are herein reserved by the City and shall be cumulative and in addition to any further remedies provided in law or equity. No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach or of such provision.

CITY OF LAS CRUCES
Police Uniforms Price Agreement

BID ITEMS

ITEM	DESCRIPTION	EST QTY	BRAND/MFR NAME	UNIT PRICE	EXTENDED PRICE
1	Men's L/S DLX wool navy blend uniform shirt Fechheimer 07W8486Z or equal	519	Fechheimer	57.95	30076.05
2	Men's S/S DLX wool navy blend uniform shirt Fechheimer 57R8486Z or equal	519	Fechheimer	51.50	26728.50
3	Women's L/S poly/wool zipper uniform shirt navy Fechheimer 107W8486 or equal	54	Fechheimer	49.95	2697.30
4	Women's S/S poly/wool zipper uniform shirt navy Fechheimer 157R8486 or equal	51	Fechheimer	44.95	2292.45
5	Men's poly/wool trousers navy Fechheimer 47280 or equal	865	Fechheimer	59.50	51467.50
6	Women's poly/wool trousers navy Fechheimer 47290 or equal	90	Fechheimer	55.95	5035.50

LAS CRUCES IN-CITY LOCAL PREFERENCE CERTIFICATION FORM

Business Name: Neve's Uniforms, Inc.

Business Location:

Street: 2520 San Mateo NE

City: Albuquerque, NM

Zip Code: 87110

Current City of Las Cruces Business Registration number: N/A

Expiration date: N/A

Business Type:

- Corporation – Indicate state of incorporation: State: _____
- Partnership – Indicate "general" or "limited": _____
- Sole Proprietorship
- Individual

Basis for Preference (CHECK ONE ONLY)

- Ten (10) or more of the business' employees are residents of the City or 25% or more of the business' employees are residents of the City, whichever is greater.
- The business is a corporation with 25% of its employees being residents of the City.
- The business is a partnership with residents of the City owning a majority beneficial interest in the partnership.
- The business is a sole proprietorship owned by a resident of the City.

CERTIFICATION: I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the City will provide, within 10 days of the request, the necessary documents to substantiate the information provided on this form.

By: _____ Title: _____ Date: _____

THIS FORM IS REQUIRED WITH THE BID TO OBTAIN LOCAL PREFERENCE



ADDENDUM ONE
July 3, 2012

BID NUMBER: 12-13-311
BID TITLE: Police Uniforms Price Agreement
DUE DATE/TIME: January 12, 2012 / 11:00 a.m.

The following clarifications/modifications/requirements are made part of the above referenced BID and shall be adhered to in responding to this solicitation.

Q1: Are samples required upon bid close?

A1: No.

End of Addendum One