PRICE AGREEMENT
ANNUAL EXTENSION – YEAR 2 OF A POSSIBLE 4
Bid No. 14-15-145 Barricade Rental Price Agreement

Price Agreement 14-15-145 with Las Cruces Barricades, Inc. (Contractor) is hereby agreed to renew for a period of one (1) year, to begin April 27, 2016 and terminate April 26, 2017. All other terms and conditions of the agreement, including any amendments, remain the same.

AGREED:

LAS CRUCES BARRICADES, INC.		CITY OF LAS CRUCES	
Javier Chavez	7-25-16	Deb Smith	7-27-16
Signature	Date	Deb Smith Purchasing Manager	Date
JAVIER CHAVEZ - PRESIDENT Printed Name/Title			

City of Las Cruces
PEOPLE HELPING PEOPLE

INVITATION TO BID

TITLE	BID #	DUE DATE/TIME
Barricade Rental Price Agreement	14-15-145	April 9, 2015 / 10:00am

Bid Submitted by: LAS CRUCES BARRICADES
(Company)

BIDDING CONDITIONS

Effective April 1, 2014, faxed bids will no longer be accepted.

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:
https://www.municode.com/library/nm/las_cruces/codes/code_of_ordinances?nodeId=PTIIMUCO_CH24PRCO

   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.
   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.
   c) The application of multiple preferences shall be limited to ten percent (10%).
   d) Whenever federal funds that are subject to the U.S. OMB "Common Rule" and involved in the purchase of goods/services by the City, the preferences stated within this section are not applicable.
   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 or hand delivered to:

MAIL:	HAND DELIVER:
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

   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, 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 email or 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. ____1____ is hereby acknowledged. (Where none received, place '0' in this space.)

Payment Terms: Net 30 Days Bidder guarantees delivery of items within _____days

Pricing for this bid is effective through 4/9/15 - 4/9/16 (price agreements are effective for one year from date of award)

NM Tax & Revenue Department CRS # 03-065881-00-00

Current NM Public Regulatory Commission Registration # 2681559 (corporations only)

Current CLC Business Registration # DONA ANA COUNTY (for businesses residing with Las Cruces city limits)

NM Resident Certificate from NM Tax and Revenue Department enclosed _X_ Yes ____No

NM Resident Veteran Certificate from NM Tax and Revenue Department enclosed ____ Yes _X_No

Fed I.D. 13-4326946 (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:

LAS CRUCES BARRICADES
HC30 BOX 123
MESILLA PARK, NM 88047
575-541-6018
Phone
575-541-6017
Fax

JAVIER CHAVEZ - PRESIDENT
Typed or Printed Name of Authorized Representative & Title

Javier Chavez 4-6-15
Signature Date

lcbarricades@qwestoffice.net
Email

CITY OF LAS CRUCES
BARRICADE RENTAL PRICE AGREEMENT

I. INTRODUCTION

The price agreement resulting from this bid will be for a base period of one year from date of award with option for annual renewals for up to three (3) additional years, initiated by the City and mutually agreed upon in writing. The City may contract with more than one firm to meet its need.

The City's using department will call in requests to the successful bidder(s) as needed. The successful bidder(s) will deliver directly to specified City of Las Cruces worksites.

This will be an indefinite quantity/indefinite cost contract with approximately $60,000 annual usage, and will be ordered by the City on an "as needed" basis with no restrictions and/or quantity guarantee.

Invoices shall be submitted within seven days of each delivery for prompt receiving and payment processing.

II. BID ITEMS

All charges shall be reflected in the unit cost of the contractor's offer. There will be no additional payments for delivery, setup, servicing, removal, or other items. No late delivery or special setup charges will be made for emergency requests. All equipment shall be quoted at a constant rate regardless of quantities.

Item	Description	Rental Period	Unit Cost
1	Vertical Panel barricade	Daily	$ 0.40
2	Vertical panel with type "A" or "C" warning light attached	Daily	$ 0.50
3	Type I barricade	Daily	$ 0.50
4	Type I barricade with type "A" or "C" warning light attached	Daily	$ 0.60
5	Type II barricade	Daily	$ 0.50
6	Type II barricade with type "A" or "C" warning light attached	Daily	$ 0.60
7	Type III barricade	Daily	$ 1.50
8	Type III barricade with type "A" or "C" warning light attached	Daily	$ 1.75
9	Traffic cone, 28"	Daily	$ 0.35
10	Sand Bag (one-time charge)	Each	$ 0.00
11	Sign (36" square or smaller) with supports	Daily	$ 1.50
12	Sign (36" square or smaller) with supports and two flags	Daily	$ 1.50

Item	Description	Rental Period	Unit Cost
13	Sign (36" square or smaller) with supports, two flags and type "A" warning light attached	Daily	$ 1.50
14	Sign (36" square or smaller) with supports and type "A" warning light attached	Daily	$ 1.50
15	Sign (larger than 36" square) with supports, two flags and type "A" warning light attached	Daily	$ 1.50
16	Sign (larger than 36" square) with supports and type "A" warning light attached	Daily	$ 1.50
17	Flashing Arrow Panel, battery-operated solar, trailer mount, self-contained, with daily maintenance	Daily	$ 30.00
18	Barrels, reflective, with tire bases	Daily	$ 0.45
19	Stands, wind-masking	Daily	$ 0.65
20	Tubular markers, candlestick type	Daily	$ 0.40
21	Steel traffic plates	Daily	$ NONE
22	Flag men	Hourly	$ 21.00
23	Percent off contractor's rental price for items not listed in this document.	n/a	%
24	Routine call and set-up response time	n/a	Hours: 1/2

III. MINIMUM SPECIFICATIONS

General

The City of Las Cruces shall establish a contract with a local supplier to provide special barrier equipment rentals including barricades, warning lights, reflective signs, flag-type high level warning devices, pre-warning signs, variable message boards, traffic cones, arrow panels, and sand bags. Contractor shall maintain a clean, fresh appearance for all traffic control equipment.

The contractor shall deliver, setup, inspect, repair and pick up equipment and supplies at a designated area after receiving an order from an authorized City employee. The equipment shall also be inspected, serviced and repaired throughout the life of the setup as needed to keep all equipment in good working order. This includes, but is not limited to, sandbags, lighting devices and reflective sheeting. Setup as used in this contract means placing all equipment in the designated traffic control area to delineate hazards, alert and guide motorists, and protect pedestrians and workers.

The contractor shall maintain sufficient inventory levels as to provide daily support for the City's requirements. Failure to supply support may result in cancellation of the contract.

Response Time

Emergency response time shall be a maximum of two hours after the City notifies contractor an emergency exists. All necessary barricade equipment and personnel shall be at the job site within the two-hour response time after receiving the initial call, including nights, weekends and holidays. The 24-hour emergency phone number provided by the contractor shall be the same as the phone number used for routine orders. No special setup charges will be made for emergency requests. Failure to comply with this two-hour delivery window may result in a deduction of payment on the invoice as specified in the Liquidated Damages Table below.

Stolen, Damaged, and Lost Units
All stolen, damaged while in use, or lost units shall be replaced or removed from rental without charge to the City for the cost of the unit itself. The City shall be responsible for only rental payments and will pay rent to the contractor for units in the possession of and used by the City. Rental charges for a unit shall terminate effective the date the contractor is notified by the City that a unit has been lost, damaged while in use, or stolen.

The City shall promptly report all lost, non-working, or stolen units to the contractor. Contractor shall immediately replace lost, non-working, or stolen units. Units reported by the City as lost or stolen and recovered at a later date by the City will be returned to the contractor.

Project Completion
Unless otherwise directed, contractor should pick up barricades within 24 hours of notice that the project is complete. Rental charges for a particular project shall terminate at the time the contractor is contacted by telephone from an authorized City employee. The City will not be responsible for barricades that contractor failed to pick up. If the equipment is not picked up within the timeframe specified for that project, the City will consider the equipment abandoned and may take necessary action to remove it from the worksite. Failure to comply with this 24-hour pickup window may result in a deduction of payment on the invoice for specified Liquidated Damages.

IV. LIQUIDATED DAMAGES

Time being of the essence, the parties agree that the amount shown in the table below will be deducted from monies due to or to become due to the contractor, not as a forfeit or penalty but as liquidated damages. This sum is fixed and agreed upon between the parties because the actual loss to the City and to the public caused by delay in completion will be impractical and extremely difficult to ascertain and determine. Any amount deducted that is greater than the amount billed on any given invoice shall become a credit to the City, applicable to any other amounts due to the contractor.

Liquidated Damages Table

SITUATION	AMOUNT TO BE DEDUCTED
A. Failure to respond to emergency call and setup within the specified time limit.	$300 per site/emergency
B. Failure to respond to routine call and setup within the specified time limits.	$150 per site/per occurrence
C. Failure to pick up barricades within the specified time limits.	$150 per site/per occurrence
D. Failure to correct or replace any worksite equipment deemed unacceptable, damaged or missing, within timeframe specified after notification.	No charge to the City for each piece of equipment deemed unacceptable, damaged or missing.

V. DELIVERY, ACCEPTANCE & PAYMENT

Delivery Requirements: Delivery of all barricades rented on this agreement shall be completed within the number of hours bid, as shown on the Request for Bids form (Item 24).

If the contractor cancels any scheduled delivery, the needed barricades may be rented elsewhere and the contractor may be charged the difference of a price increase, if any, including cost and handling.

Acceptance Inspection: All barricades ordered with this request will be subject to acceptance inspection and performance testing upon receipt. The contractor will be notified of any delivery not in full compliance with current bid specifications. If delivery is rejected for non-compliance, the needed barricades may be rented elsewhere and the contractor may be charged the difference of a price increase, if any, including cost and handling.

Payment: Payment will be made within 30 days upon receipt of an invoice, and after the City determines that barricades delivered meet current bid specifications.

VI. INSURANCE REQUIREMENTS

CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. $1,000,000 (One Million Dollars) **General Liability Insurance** with the City named as an additional named insured with the same coverage as the CONTRACTOR.

2. $100,000 (One Hundred Thousand Dollars) **Property Damage Insurance.**

3. In the case of any approved subcontract, the CONTRACTOR shall require the subcontractor to provide statutory Workers' Compensation and Employers' Liability Insurance, with the same limits as those required by the CONTRACTOR.

4. Worker's Compensation Per New Mexico Statute (3 or more employees)
   CONTRACTOR shall obtain and maintain insurance at its own cost and expense to protect itself from claims under **WORKER'S COMPENSATION** Acts; from claims for damages because of bodily injury including sickness, disease, or death of any of its employees; from claims for damages because of injury to or destruction of tangible property; and from claims arising out of the performance of professional services caused by errors, omissions, or negligent acts for which it is legally liable.

   $1,000,000 - Bodily Injury: By Accident - Each Accident
   $1,000,000 - By Disease: Policy Limit
   $1,000,000 - By Disease: Each Employee
   This coverage required for non-construction contractor with three (3) or more employees
   Exception: Not applicable to out-of-state companies unless they are hiring in NM

5. **AUTO LIABILITY** must include the following: $1 million - Each Accident
   a. Covers all owned, leased, hired and non-owned autos or "any auto"
   b. The City must be named as additional insured - This coverage must be as broad as the coverage provided to the insured; Coverage must be primary and non-contributory coverage before any other insurance or self-insurance. **A copy of endorsement for this coverage must be attached or** a copy of the request for endorsement should be submitted with an estimated delivery date to the City.

6. The CONTRACTOR must immediately notify the CITY if insurance is canceled or not renewed.

6. The City must be named as **additional insured** - This coverage must be as broad as the coverage provided to the insured; coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of endorsement for this coverage must be provided as a condition of this Agreement.

7. A **waiver of subrogation** must be stated on the certificate as it eliminates the right of the contractor's insurance carrier from recovering any damages from the City that were paid by the carrier under the contractor's general liability, commercial umbrella liability (Excess Liability), auto, or worker's compensation coverage and employers liability insurance maintained by contract requirements.

CONTRACTOR shall furnish the CITY, with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.