



SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this 21st day of December 2015 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Borman Motor Co., of 470 W. Boutz, Las Cruces, NM 88005, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Light Duty Automobile and Truck Parts and Labor

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY'S RFP No. 15-16-039 incorporated herein by reference and as set forth in Exhibit A, attached hereto and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

3. APPROPRIATIONS

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S, decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as proposed in response to RFP 15-16-039, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of project that are required by the CITY, and it will serve the CITY, diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE

This Agreement shall become effective on December 21, 2015 for a term of one (1) year through June 30, 2016 and has three (3) one-year renewable options to be exercised at the discretion of the CITY, upon mutual written consent. CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar day's written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

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)
 - \$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. The CONTRACTOR must immediately notify the CITY if insurance is canceled or not renewed.

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.

Waiver of Subrogation will apply and shall be noted on the certificate.

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.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

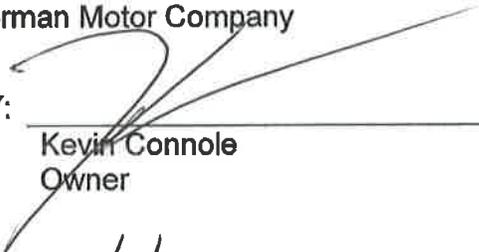
This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement.

20. BREACH

Borman Motor Company

BY:



Kevin Connole
Owner

1/13/16

Date

CITY OF LAS CRUCES

BY:

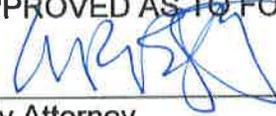
Deb Smith

Deb Smith
Purchasing Manager

1-25-16

Date

APPROVED AS TO FORM



City Attorney

EXHIBIT A

RFP 15-16-039



BORMAN MOTOR COMPANY TECHNICAL PROPOSAL
TO
CITY OF LAS CRUCES
RFP 15-16-039
FLEET LIGHT DUTY AUTOMOBILE
AND TRUCK PARTS AND LABOR



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ENCLOSURE:	FORD FPS-3642 PRICE LIST ONE COPY

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www.bormanautoplex.com



RFP 15-16-039

TECHNICAL PROPOSAL

1. To provide the "City of Las Cruces" diagnostic and repair services along with supplying quality Ford and Motorcraft branded replacement parts from the Service and Parts departments of Borman Motor Company. Our Service Department is fully "Factory Trained" and "Certified" by Ford Motor Company. Our Service Facility is fully equipped with the "required" and necessary special tools and equipment to complete most any mechanical repair. A successful, timely repair starts at vehicle reception, with our Factory Trained Advisor and customer going thoroughly thru all vehicle symptoms and inspecting the vehicle's overall condition. Contact information is gathered at this time and a schedule is agreed on for providing the customer with updates throughout the repair process. The vehicle's VIN number is run through Ford Motor Company's database. This yields a report of the vehicle's previous repair history, any technical service bulletins and any field service actions (recalls) that apply to the vehicle. This information is given to the technician who then applies Ford specified diagnostic and repair procedures in the troubleshooting and repairing of the vehicle. If a particular concern proves to be a bit "pesky" the Service Manager has access to Ford's Field Service Engineer. Once the repair is completed the advisor contacts the customer and vehicle pickup is arranged. The Parts Department is also "Factory Trained". Once we receive a request for a part, the counterperson insures they have all of the necessary vehicle information to specify the correct part. The parts department utilizes electronic parts catalogs to specify parts as they are more accurate than other versions. If we have the part in our local inventory, it can be delivered generally within an hour. If the part is available at our servicing Parts Distribution Center and we order before 2:00 PM, we will receive it the next business day. Cross-shipped and back-ordered parts take longer to receive. If there is A "critical need" part we use a parts locating service to find the part and have it shipped to us. The ordering party is responsible for shipping charges in this scenario. The Borman Parts Department is keenly aware how important it is to keep vehicles on the road and technicians productive and not waiting on parts. We deal with this environment on a daily basis with our Service Department and customers. Borman Parts Department had given access to Ford's Electronic parts catalog to The City's Fleet Parts Department, this catalog is located at "FordParts.com". If need be the Fleet Parts Department can reregister on" FordParts .com". By doing so and selecting Borman as your Dealer, we will in turn "Sponsor" the City of Las Cruces. This means the City's Fleet Parts Department will have full access to Ford's electronic parts catalog, be able to see the City's bided cost of Ford Parts, be able order parts electronically though

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FordParts.com and have them delivered by us and have access to Ford's Technical Resource Center. The Technical Resource Center contains wiring diagrams, service manuals, TSBs, diagnostic tool support and more. The Borman Parts Department can also assist the City in securing Ford Technical Training if desired. There are fees associated with this type of training. In summary Borman Motor Company feels that we have the experience, procedures in place, capabilities, tools and capacity to assist the City of Las Cruces with the needs of this RFP.

2. The follow is a listing of team members who will be involved in this RFP:

- Service Manager, Doug Quillen, Master Certified, 25 years at Borman
- Service Advisor, Roger Carazos, Ford Certified, 7 years at Borman
- Senior Master Technician, Kent Bennett, Ford Certified, 29 years at Borman
- Senior Master Technician, Jeremiah Wisner, Ford Certified, 14 years at Borman
- Senior Master Technician, Mike Baker, Ford Certified, 15 years experience
- Double Master Technician, Adrian Mendoza, Ford Certified, 4 years at Borman
- Double Master Technician, David Gonzales, Ford Certified, 4 years at Borman
- And a supporting staff of 7 line technicians and 5 maintenance technicians

The above specifically named individuals will be involved with this RFP 100% of the time. Senior Masters specialties are electrical, transmissions, Diesel engines, gas engines, transmissions, transfer cases and differentials. Double Master specialties are the same as the Senior Masters.

- Parts Manager, Dan Fuller, Ford Master Certified 2011, 28 years at Borman
- Parts Counterperson, Mary Gutierrez, Ford Certified, 20 years at Borman
- Parts Counterperson, Jon Patrick, Ford Certified, 9 years at Borman
- Parts Counterperson, Tony Chavez, 16 years combined Dealership experience
- Parts Outside Sales, Albert Pena, Ford trained, 19 years at Borman.

The above named counterpersons will be involved with this RFP 100% of the time. The parts department has a supporting staff of: 4 technician dedicated counterpersons, 2 shipping/receiving clerks, 1 inventory clerk and 3 delivery drivers. All Parts counterpersons are all Ford trained and well versed in all aspects of parts specifying.

3. Borman Motor Company's Service and Parts departments have had similar contracts with the City of Las Cruces in the past, In fact we are currently in contract with the City and have been during the last 8 years. We also have been in Contract with Dona Anna County for the last 6 years. There have not been any subcontractors involved with the afore mentioned contracts all service work is done at our facility at 470 West Boutz Rd. in Las Cruces, NM. Parts deliveries have been made at the City's Fleet Facility on Hadley Avenue or the County's facility on Griggs Street, here in Las Cruces. We believe our " track record" speaks for itself as far as providing the services requested in this RFP.

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- 4. The Dealerships managing partner, Kevin Connole, will be responsible for overseeing this contract. For service work Doug Quillen, Service Manager will in direct control of that aspect of this contract. For parts acquisitions Dan Fuller, Parts Manager, will be in direct control of this aspect of the contract.

Kevin Connole
 470 West Boutz
 Las Cruces, New Mexico 88005
 575-525-4500

Doug Quillen
 470 West Boutz
 Las Cruces, New Mexico 88005
 5756-525-4542

Dan Fuller
 470 West Boutz
 Las Cruces, New Mexico 88005
 575-525-4555

- 5. The following references are given in support of our performance in past and current similar projects:

City of Las Cruces	James Nold, Fleet Parts Manger	575-541-2599
Dona Ana County	Miguel Estrada, Inventory Tech.	575-647-7123
Bravo Chevrolet	Scott Tufte, Body Shop Manager	575-527-3800
Caliber Collision	Todd Phelps, Center Manager	575-522-4007
ABC Paint and Body	Mike Day, Manager	575-524-2004

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RFP COMPLIANCE DECLARATION

RFP TITLE: LIGHT DUTY AUTOMOBILE AND TRUCK PARTS AND LABOR

RFP NO.: 15-16-039

DUE DATE/TIME: October 1, 2015 / 4:00 p.m.

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I 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 Rules and Regulations.

Receipt of Addenda Nos.: 1 & 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

BORMAN MOTOR CO

470 W BOUTZ

LAS CRUCES, NM 88005

KEVIN CONNOLE

Authorized Signature

Typed or Printed Name

OWNER

Title

KLC@BORMANMOTORS.COM

Email address

Telephone number 575-525-4500

Fax number 575-525-4589

NM Tax & Revenue Dept. CRS # 02959592004

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

Current CLC Business Registration # 1667 (respondents located in Las Cruces only)

Federal I.D. number 85-0405111 (mandatory for all respondents)

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

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

SPD725(7/83)

CERTIFICATION NO. SPD 11R48

DATE ISSUED **APR 15 1988**

BORMAN MOTOR COMPANY

IS HEREBY CERTIFIED BY THE OFFICE OF THE

State Purchasing Agent

TO BE A RESIDENT BIDDER AS DEFINED IN CHAPTER 13: PUBLIC PURCHASES ACT 1982 CUMULATIVE SUPPLEMENT, AND PER RESIDENT BIDDER CERTIFICATION QUESTIONNAIRE FILED IN THE STATE PURCHASING DIVISION'S OFFICE.

STATE PURCHASING AGENT

**SAFETY DATA SHEETS WILL BE PROVIDED WHEN PRODUCT IS DELIVERED
AS PER REQUIREMENT IN RFP 15-16-039.**

The Federal Department of Transportation has implemented a Disadvantaged Business Enterprise (DBE) program mandate and the City has developed its own DBE program and has established DBE goals for fiscal year 2012 of 1.8 % for Federal Transit Administration funded projects. Further information about what this program entails, and its requirements can be found via the following link: <http://www.dotcr.ost.dot.gov/asp/dbe.asp>. It shall be the responsibility of the awarded respondent to adhere and administer the relevant requirements of this program. DBE program information is available by request through the Purchasing Office as outlined elsewhere within this request for proposal.

7. Liability insurance is required for work performed on City property. The selected proposer will be required to submit written information about this coverage as noted in Attachment A Service Contract, Section 17. Coverage must cover a full contractual year.
8. Contractor shall have a minimum of two (2) years of full-time business experience in the general distribution of automobile parts and labor expertise. **List details and a minimum of three commercial references:**

~~BORMAN MOTOR CO IS A AUTOMOBILE DEALERSHIP. IT HAS BEEN IN BUSINESS HERE IN LAS CRUCES SINCE 1986. IT IS THE FRANCHISEE FOR FORD, HONDA, HYUNDAI, MAZDA AUTOMOBILES IN THE LAS CRUCES AREA. AS PER FRANCHISE AGREEMENTS WITH THE ABOVE NAMED MANUFACTURES IT HAS MAINTAINED A CERTIFIED SERVICE DEPT, PARTS DEPT, AND BODY SHOP FOR OVER 28 YEARS.~~

COMMERCIAL REFERENCES: BRAVO CHEVROLET 1601 S MAIN LC NM 88005 CONTACT SCOTT TUFTE

J&H COLLISION CENTER PRIVETTE CUSTOM FABRICATION 1300 HADLEY LC NM 88005
 8010 ART CRAFT RD EL PASO TX 79932 CONTACT JASON PRIVETTE
 CONTACT: JAVIER HERNANDEZ 9. Provide the Las Cruces Business Registration number and expiration date
 1167 EXPIRATION DATE 12/31/2015

10. Safety Data Sheets [SDS] shall be provided to the City of Las Cruces, Fleet Services Section with chemicals and materials. Selected proposer(s) shall be responsible in forwarding regular updates to the Fleet Services section.
11. The City of Las Cruces, Fleet Services Section is the **only** section authorized to purchase maintenance, repairs, and parts for vehicles and equipment. Units repaired, and/or parts purchases for units without prior authorization from a Fleet Services authorized staff; the City shall not be obligated to compensate vendor for those repairs and/or parts.
12. **Repair Estimates:** When an estimate is provided, it should include all identifiable repairs noted during the initial inspection. Any estimates that are received that do not include costs of all identifiable repairs during the initial inspection will be deemed non-compliant, and will not be considered for award.
 - a. When submitting a repair estimate, the following information **must** appear on the estimate documentation, as the information is available from the posting inside the Fleet Service controller's office and/or from the unit itself.
 - i. Estimate Number
 - ii. Inventory Number of Unit
 - iii. Year, Make, and Model of Unit

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, BORMAN MOTOR COMPANY, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

KEVIN CONNOLE PARTNER Name and Title of Contractor's Authorized Official

10/7/2015 Date

NOTICE TO CONTRACTORS

This completed form is a MANDATORY SUBMITTAL with bid
(Submitting a blank form will render the bid non-compliant)

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
RACE NEUTRAL**

FORM: RN- 1 (DBE Utilization) Rev: October 26, 2012

RFP#: 15-16-039

PROJECT: FLEET LIGHT DUTY AUTOMOBILE AND TRUCK PARTS AND LABOR

The undersigned has satisfied the requirements of the specifications in the following manner
(please check the appropriate space):

- The bidder is committed to a minimum of 1.8 % DBE utilization on this project.
- The bidder, if unable to meet the goal of 1.8 % DBE, is committed to a minimum of 0 % DBE utilization on this project. (Enter zero "0" if unable to commit to any DBE utilization)

The following must be completed fully and signed by bidder:

Prime Contractor: BORMAN MOTOR COMPANY

Address: 470 W BOUTZ RD

City, State, Zip LAS CRUCES NM 88001

State Registration No. DOES NOT APPLY

Contact E-mail: klc@bormanmotors.com

Phone No. 575-525-4500

By:  _____
Signature Date

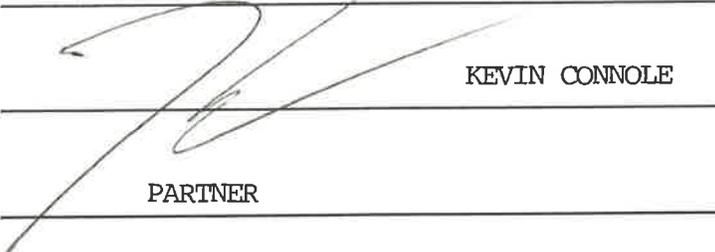
KEVIN CONNOLE _____ PARTNER
Printed Name Title

Conflicts of Interest

Based in part on federal regulations and Contract agreement between the Owner and Federal Agency no employee, officer, or agent of the Owner shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or sub grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and sub grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub grantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest. Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

Company: BORMAN MOTOR COMPANY
Official's Name:  KEVIN CONNOLES
Title: PARTNER