City of Las Cruces®

15-16-074

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 4 Rivers Equipment, of 11323 Rojas El Paso, TX 79936, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION
Medium Duty 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. 15-16-074 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 15-16-074, 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 CONTACTOR.
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

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

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.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces, PO Box 20000 Las Cruces, NM 88004 ATTENTION: Leeann DeMouche
With Copies to:	Purchasing Manager
TO CONTRACTOR:	4 Rivers Equipment 11323 Rojas El Paso, TXZ 79936 ATTENTION: Armando Avila – Parts Manager

23. SCOPE OF AGREEMENT
This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

15-16-074

4 Rivers Equipment

BY: _____
Armando Avila
Parts Manager

4-28-2016
Date

CITY OF LAS CRUCES

BY: Deb Smith
Deb Smith
Purchasing Manager

4-29-16
Date

APPROVED AS TO FORM

_____
City Attorney

City of Las Cruces
PEOPLE HELPING PEOPLE

RFP COMPLIANCE DECLARATION

RFP TITLE: FLEET MEDIUM DUTY PARTS AND LABOR

RFP NO.: 15-16-074

DUE DATE/TIME: October 8, 2015 / 3:30 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:

4 Rivers Equipment
11323 Rojas
El Paso, Texas 79936

Authorized Signature

Armando Avila
Typed or Printed Name

Parts Manager
Title

aavila@4riversequipment.com
Email address

Telephone number 915-598-1133 Fax number 915-590-5431

NM Tax & Revenue Dept. CRS # 03269057006

Current NM Public Regulatory Commission Registration # 479449 (corporations only) 479441?

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

Federal I.D. number 1-462768943 (mandatory for all respondents)

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

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

City of Las Cruces
PEOPLE HELPING PEOPLE

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4 Rivers Equipment
11323 Rojas
El Paso, Texas 79936

Authorized Signature

Armando Avila
Typed or Printed Name

Parts Manager
Title

aavila@4riversequipment.com
Email address

Telephone number 915-598-1133 Fax number 915-590-5431

NM Tax & Revenue Dept. CRS # _____

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

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

Eva Can U Get me this Please

Thanks

A

PROPOSAL SUBMITTAL CHECK LIST
(All items below must be submitted with the proposal)

DESCRIPTION	COMMENT
RFP Compliance Declaration Form	Ensure the proposal is signed by representative stated on the form and completely filled out, as applicable, and that all addenda are acknowledged.
Certificate of Liability Insurance with the City of Las Cruces named as an additional insured on the policy	
Safety Data Sheets (Where Applicable)	
Exhibit A – Cost Matrix	**DO NOT** leave any blanks. If not bidding on item place a "0" in the proper location
Table A - Manufacturer/Brand Names Offered	Catalog **MUST** be provided
Table B - Manufacturer/Brand Names Offered	Catalog **MUST** be provided
Three commercial references	
Federal Certifications	ALL federal certifications must be submitted with the proposal and signed where indicated
Disadvantaged Business Enterprise (DBE) Program Race Neutral Pg. 23	Form must be completed and submitted with the proposal

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CITY OF LAS CRUCES
REQUEST FOR PROPOSAL

RFP TITLE:	**FLEET MEDIUM DUTY PARTS AND LABOR**
RFP NO.:	**15-16-074**
DUE DATE/TIME:	**October 8, 2015 / 2:30pm**

I. GENERAL

A. The City of Las Cruces (City), a New Mexico Municipal Corporation, is soliciting proposals from qualified firms interested in providing
   1. Parts, Supplies and other related items,
   2. Labor and repair of existing parts,

   for medium duty equipment as described herein. The City of Las Cruces Fleet Services section of the Transportation Department requires new, high quality or grade parts for a broad variety of vehicles and equipment. Submitted proposals should be on complete manufacturer lines of new replacement and repair parts and components to accommodate the City's requirements. **This is a federally funded procurement. Due to this solicitation being partially or wholly federally funded, state and local preference shall not be applicable in the evaluation process**.

B. Responses to this solicitation must be received by the **October 8, ~~September 10,~~ 2015 / 3:30~~4:00~~ p.m.** at the City Purchasing Section subject to requirements and conditions of the enclosed Schedule A (General Conditions of Proposing).

C. The conduct of this RFP is subject to the City Procurement Code, Chapter 24, LCMC, 1998, incorporated herein by reference.

D. City Contact:

   Except for:
   1. Communications during any pre-proposal conference conducted by the City for this solicitation,
   2. Any related interviews initiated by the City,
   3. Any related negotiations initiated by the City, and,

   to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or City staff, other than the City Purchasing Section staff, relating to this solicitation is strictly prohibited during this solicitation process until contract award. Upon such finding, the violating party will be deemed non-compliant and a proposal from such party will not be considered for award.

E. ATTACHMENT A enclosed herein is a draft of the agreement to be entered for the proposed services. The agreement will be for a base period of one (1) year through June 30, 2016, with three (3) possible annual renewable options initiated by the City and mutually agreed upon in writing.

F. The City intends to award to the highest ranking firm(s) to meet its need for services based upon the criteria herein.

II. BACKGROUND

This agreement is for the procurement of all parts and service related to auto and truck equipment, accessories, and supplies. This includes parts, materials, and/or labor that are necessary for the repair and maintenance of medium duty trucks. This agreement does not authorize the purchase of batteries, tires, anti-freeze,

oils/lubricants (unless a part of labor services rendered), automotive glass, automotive body work, and other products or services that are currently available through other active City of Las Cruces price agreements.

Fleet medium duty trucks shall be classified as any passenger vans and/or trucks 26,001 lbs. and higher gross weight

III. SCOPE

A. GENERAL REQUIREMENTS
Written response and/or documentation, where applicable, should be submitted for the following items with the proposal:

1. The City reserves the right to cancel any proposal prior to or after award.

The City does not warrant or represent that any award or recommendation will be made as a result of this solicitation. All costs incurred by the proposer in preparing and responding to this solicitation are the sole responsibility of the proposer. Any proposal submitted pursuant to this solicitation is at the sole risk and responsibility of the party submitting such bid.

Either party with a minimum of 30-days written notice may cancel contract.

2. Should Contractor be unable to perform services or maintain adequate staff to perform services, the City retains the right to procure services from other sources. Should this option become necessary; the Contractor will be responsible should additional charges be incurred for these services. The City requires a two [2] hour notice, if the Contractor cannot provide service for any given day.

3. No purchases are obligated by this request for proposal. Orders will be placed on an "as needed" indefinite cost indefinite quantity basis.

4. Contractor shall comply with all OSHA laws, and any other applicable rules and/or regulations.

5. Contractor agrees to comply with State laws and rules pertaining to Workers Compensation Insurance coverage for its employees. If selected proposer fails to comply with the Workers Compensation Act and applicable rules when required to do so, the contract may be canceled, effective immediately. A copy of the Workers Compensation Insurance certificate must be turned in prior to award of the contract.

6. Disadvantaged Business Enterprise

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:**

_____

_____

_____

_____

_____

9. Provide the Las Cruces Business Registration number and expiration date _____.

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 for 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. In the case of units repaired, and/or parts purchases for units without prior authorization from a Fleet Services authorized staff member, 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

        iv. Work Order Number (If applicable)

        v. License Plate Number of Unit (If applicable)

        vi. Detailed Explanation of Service(s) to be Performed

        vii. Environmental Disposal Fee (If applicable)

        viii. Total Repair Cost

ix. Sales Tax (to be applied to labor only)

x. Estimated Completion Date and Time

xi. Warranty on Labor and Mechanical Parts **must** be submitted

13. **Hidden Damage:**

    a. Fleet Services must approve all hidden damage repairs where costs are 10% of the original estimate, or $300.00 (whichever cost is least) prior to the hidden damage repair.

    b. If CONTRACTOR proceeds to repair the hidden damage without prior approval from Fleet Services, it will solely be the responsibility of the CONTRACTOR to cover the cost of such repairs. Fleet Services will not be responsible.

    c. If there is a possibility of hidden damage, a separate detailed estimate **must** be provided in addition to the original detailed estimate.

    d. If pre-approved, a separate invoice for hidden damage is to be supplied referencing the same invoice number as the original estimate.

14. It is the responsibility of the City of Las Cruces, Fleet Services Section authorized staff to pick up and deliver unit to be repaired.

15. Once work is completed, Fleet Services authorized staff will inspect all repairs.

16. **Estimate Award Criteria:** The Fleet Services section will evaluate all the repair estimates on Tuesday by 4:00 PM. Notification of ward will be completed by Wednesday at 1:00 PM. Upon notification; the awarded contractor's completion time commences. All estimates will be evaluated based on the following criteria:

Completeness and Quality	50%
Cost	50%
	100%

B. PERFORMANCE

1. The City of Las Cruces reserves the right to request the inspection and/or return of any parts, accessories, and assemblies replaced on equipment.

2. Parts and/or labor that will exceed one thousand ($1,000.00) dollars shall require pre-approval by the City of Las Cruces. Cost estimates shall be provided by the Proposer.

3. Proposer shall provide/deliver common inventory stock items in one (1) hour or less within City of Las Cruces limits, or in twenty-four (24) hours or less outside City limits. Deliveries shall not exceed a twenty-four (24) hour period without prior authorization of Fleet Services Staff.

4. Proposer shall not charge a restocking fee for parts returned within a thirty (30) day period.

5. All repairs shall be completed within fifteen (15) working days of receipt of unit(s). This period may be extended upon approval by authorized Fleet Services staff, and such extension shall be documented in writing. The City fully understands that unforeseen delays may occur, and will work with contractor on an individual basis when said delays occur. However; the contractor must make prior arrangements with the City before the original return date.

If arrangements for a change of delivery date are not made at a minimum of one (1) work day before the original return date, the sum of $50 per day will be deducted from the delivered invoice as the damages the City will seek for breach of completion time.

6. Should proposer be unable to perform services or maintain adequate staff to perform services, the City retains the right to procure services from other sources. Should this option become necessary; the selected bidder will be responsible should additional charges be incurred for these services. The City requires a two (2) hour notice, if the selected bidder cannot provide service for any given day.

7. Vendors proposing are cautioned. The proposer must ensure they have the capability, and facility to provide the services they are offering. Proposers lacking the above may have their proposal rejected and/or contract cancelled.

8. Final inspection and acceptance will be made by the City of Las Cruces upon return of units to the City's originating maintenance shop. **If supplies and/or work is not deemed suitable and compliant to the estimate; the unit will not be accepted, and payment will not be made.**

   Deficiencies are to be corrected within two (2) working days, at no additional cost to the City.

   If there are four (4) quality problems or unacceptable delays in one (1) calendar year period, the contractor may be dropped from the estimate list, at the discretion of the City.

C. INVOICING

A detailed original invoice is to be submitted at the time of delivery of the completed unit, and must be itemized below. Payment will be made on the invoice within 30 days, upon receipt of a correct invoice that is acceptable by the City.

1. Estimate Number (If applicable)
2. Parts Authorization Number (If applicable)
3. Work Order Number (If applicable)
4. Inventory Number of Unit
5. Year, Make, and Model of Unit
6. License Plate Number (If applicable)
7. Detailed explanation of service(s) performed/Detailed description of parts ordered
8. Itemized prices
9. Environmental Disposal Fee (If applicable)
10. Total Repair Cost
11. Sales Tax (to be applied to labor only)
12. Delivery Date and Time

Prompt payment discounts will not be considered in computing the low bid. Discounts for any payment prior to the Net 30 terms will be computed from the date of the receipt of the merchandise invoice.

The proposer's invoice shall be submitted duly certified. Separate invoices shall be rendered for each and every complete shipment.

One invoice per unit repaired, unless otherwise requested.

D. WARRANTIES

Twelve (12) months or twelve thousand (12,000) miles or two hundred fifty (250) hours warranty is required on all engines, transmission, and differentials. All other components and parts shall have a ninety (90) day warranty. Manufacturer's warranties shall prevail if greater than warranty terms specified. Proposer shall bear all costs of warranty repairs as well as all travel costs associated with any warranty issues.

IV. PROPOSAL CONTENT

Each copy of the proposal must include a completed and signed RFP COMPLIANCE DECLARATION (page 1 of this solicitation document). Failure to submit the RFP COMPLIANCE DECLARATION page will subject the response to rejection.

A. Technical Proposal Content
The respondent's Technical Proposal shall include the following items and in the sequence presented:

1. To address Evaluation Criteria No. 1 below, provide description of the proposed technical approach of all professional, technical and customary work to be performed

2. To address Evaluation Criteria No.2 below, provide the names of key personnel who will be assigned to work on the project. For each person listed, a description of experience, areas of competence and percent of time assigned to the project shall be provided.

3. To address Evaluation Criteria No. 3 below, provide the following:
   a. Description of past contracts similar to the scope herein that have been completed by the firm.
   b. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.
   c. Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.

4. To address Evaluation Criteria No. 4 below, provide the following:
   a. Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract.
   b. Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.
   c. A project time schedule, operational/management approach, major tasks to be accomplished, and a detailed statement of services to be provided under each task.

5. To address Evaluation Criteria No. 5 below, provide the following:
   Description and name of a minimum of five past contracts similar to the scope herein that have been completed by the firm including the name and telephone number of the contact person for each project.

6. To address Evaluation Criteria No. 6 below, respond to related Schedule A requirements herein and organize response according to this Section IV. sequence. Note that the RFP COMPLIANCE DECLARATION page incorporated herein must be completed, signed and included within the contents of the technical proposal and not with the contents of the cost proposal.

B. Cost Proposal Content
Cost proposal will not be used in the evaluation of the RFP, it will be used as a basis for negotiating a contract. The cost proposal must be submitted in a separate sealed envelope and contain the following:

1. Exhibit A: Cost Matrix
2. Table A & B: Manufacturer/Brand Names Offered with percent (%) discounts. **MUST** provide catalog.

V. PROPOSAL EVALUATION AND SELECTION

A. Evaluation of the technical proposals determined to be responsive to the submittal requirements will be conducted by an evaluation committee.

	EVALUATION CRITERIA	WEIGHT (Percent)
1.	Technical approach to the project	25%
2.	Qualifications/competence of project team members to perform project	5%
3.	Capacity and capability of the firm to perform the project, and to do so in a timely manner	25%
4.	Management structure and approach to the project including time-line, task breakdowns and assignments	5%
5.	Performance of the firm with previous clients, based upon quality of the work, control of costs, ability to meet schedules or deadlines; and responsiveness to the client	30%
6.	Clarity of proposal	10%
	Total	**100%**

B. Upon completion of the evaluation process, a recommendation for award of contract(s) will be issued by the evaluation committee to the Council for review and approval. Contract(s) will have been negotiated prior to the committee's recommendation and may follow the format of the contract enclosed herein.

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EXHIBIT A

COST MATRIX

* For items not being bid, place a zero (0) in the space.

Parts Description	Parts Discount %
General Auto Parts	0
Transmission	0
Gas Engines	0
Diesel Engines	0
Restocking Fees+	15%
Labor Charge	
Standard Commercial Shop Labor Rate	$ 110.00 In Shop
Discounted Commercial Shop Labor Rate	0

$ 125.00 Field PLUS $ 185.00 Travel

+Stocking Fees for parts that exceed the specified time frame listed below in Sect III – Scope of Work

Proposer to indicate brand/type of equipment/automobiles/trucks serviced and/or type of parts/services provided; (required)

John Deere, Dynapac, Bomag, Sakai, Hitachi Construction Parts + Equipment

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Table A: Manufacturer/Brand Names Offered with percent (%) discounts. Catalog MUST be provided.

Item	Product/Category	Manufacturer/Brand Names (add additional offered in blanks)	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
1	Alternators & Starters	AC Delco	0	N/A
		Beck/Arnley	0	
		Genco	0	
		Wagner	0	
2	Bearings (Ball & Roller	BCA	0	
		Timkin	0	
		National	0	
3	Belts, Hoses & Clamps	Gates	0	
		Goodyear	0	
		Ideal	0	
4	Brakes (Pads & Shoes)	Bendix	0	
		Eaton	0	
		Meritor	0	
		Raybestos	0	
		Performance Friction	0	
5	Brakes (Drums & Rotors)	Guinte	0	
		Vipar	0	
		United	0	
6	Brakes (Calipers)	Vipar	0	

Item	Product/Category	Manufacturer/Brand Names (add additional offered in blanks)	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
7	Caps & Thermostats	Stant	0	N/A
8	Electrical & Ignition	AC Delco	0	
		Motorcraft	0	
		Autolite	0	
		Champion	0	
		Standard	0	
		ColeHersee		
9	Emissions & Exhaust	AC Delco	0	
		Motorcraft	0	
		Walker	0	
10	Filters (Air, Fuel, Oil)	AC Delco	0	
		Motorcraft	0	
		Wix	0	
		Fram	0	
11	Gaskets & Seals	AC Delco	0	
		National	0	
		C/R	0	
12	Heating & Air Conditioning	AC Delco	0	
		Motorcraft	0	

Item	Product/Category	Manufacturer/Brand Names (add additional offered in blanks)	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
13	Lamps, Lighting & Mirrors	Federal Signal	O	N/A
		Grote	O	
		Retrac	O	
		Wagner	O	
		Trucklite	O	
14	Power Steering Pumps	A-1 Cardone	O	
15	Pumps (Fuel & Water)	AC Delco	O	
		Motorcraft	O	
		TRW		
		Airtex		
16	Steering & Suspension	Moog	O	
		Monroe	O	
		Motorcraft	O	
17	Universal Joints	Precision	O	
		Spicer	O	
18	Wipers	Anco	O	
		Motorcraft	O	
		Trico	O	

Item	Product/Category	Manufacturer/Brand Names (add additional offered in blanks)	Percent (%) Discount off Brands (off stated verifiable price list)	Verifiable Price List (Current Mfg. Price List or Catalog Pg. #) Provide Catalog
19	Wheel Accessories	Moog	0	N/A
20	Spark Plugs & Wires	AC Delco	0	
		Champion	0	
		Motorcraft	0	
		Autolite	0	
		Bosch	0	

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Table B: Medium Duty Parts (Please add additional manufacturers offered in blanks)

Item	Manufacturer	Verifiable Price List (Current Mfg. Price List Number or Catalog ID)	Discount (%) off Current Manufacturer List Price
1	Allison		
2	Bendix		
3	CE Nieoff		
4	Chevrolet		
5	Chicago Rawhide		
6	Cole Hersee		
7	Cummins		
8	Delco		
9	Detroit Diesel		
10	Donaldson		
11	Eaton		
12	Firestone		
13	Fleetgaurd		
14	Ford		
15	Gates		
16	Grote		
17	Goodyear		
18	Meritor		
19	Midland		
20	Monroe		
21	Motorcraft		
22	National		
23	Signal Stat		
24	Spicer		
25	Stemco		
26	Stewart Warner		
27	Sylvania		
28	Trucklite		
29	Velvac		
30	Wabco		
31	Wagner		
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EXHIBIT B

FEDERAL CERTIFICATIONS

Lobbying: Byrd Anti-Lobbying Amendment

CERTIFICATION REGARDING LOBBYING

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, 4 Rivers Equipment, 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] Signature of Contractor's Authorized Official

Pauls Mgr Armando Avila Name and Title of Contractor's Authorized Official

10-8-15 Date

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Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Clean Water

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Clean Air –

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the
Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (***write in the name of the grantee***) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or

cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only

be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by

delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **City of Las Cruces**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **City of Las Cruces**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Civil Rights

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **1.8 %.** A separate contract goal **has not** been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Federal Transit Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

Offerors must present the information required above prior to contract award (*see* 49 CFR 26.53(3)).

The successful offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Las Cruces. In addition, the contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify City of Las Cruces, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City of Las Cruces.

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#: 15-16-029

PROJECT: Paint and Body Work Services

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: 4 Rivers Equipment

Address: 11323 Rojas

City, State, Zip El Paso Texas 79936

State Registration No. 03269057006 47442119

Contact E-mail: aguila@4riversequipment.com

Phone No. 915-598-1133

By: _____ 10-2-15
Signature Date

Armando Avila Parts Mgr
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: 4 Rivers Equipment

Official's Name: Armando Avila

Title: Parts Manager

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Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

THE REST OF THE PAGE INTENTIONALLY LEFT BLANK

City of Las Cruces
PEOPLE HELPING PEOPLE

SCHEDULE A

GENERAL CONDITIONS FOR RESPONSES

1. Proponents are advised that this solicitation is subject to the provisions of the City of Las Cruces (City) Procurement Code incorporated herein by reference.

2. **Inquiries and Related Addenda:**
Except for communications during any informational meeting conducted by the City for this solicitation and to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or staff other than the City Purchasing Section staff relating to this solicitation is strictly prohibited throughout the duration of the solicitation and evaluation process, and, upon such finding, will render a respondent and/or related proposal non-compliant.
   a. Any and all inquiries must be submitted by the prospective respondent to the Purchasing Section no later than one week before the due date/time unless otherwise specified in the solicitation documents. Inquiries received after the deadline may not be considered.
   b. Inquiries may be mailed or hand delivered to the address stated on Section 4 below, emailed to bidclerk@las-cruces.org, or faxed to 575-541-2515. When faxing in questions, the following rules must be followed to ensure proper handling:
      1. All transmissions should include a cover sheet.
      2. Cover sheet shall contain:
         a. The RFP number.
         b. Opening Date and Time of the RFP.
         c. Proponent name, contact person, phone number, and return fax number.
   c. Telephone inquiries will not be responded to, including the results of this solicitation.
   d. Inquiries will be compiled and responded to via written addendum issued before the due date/time.
   e. In the event addendum is received by a proponent after its response is submitted, the proponent must acknowledge receipt of the addendum by notice to the Purchasing Section via fax/email/mail.
   f. In the event addendum is received by a proponent after its response is submitted and forces a change to its response, the proponent must submit a revised response, clearly marked as a revised response.
   g. Failure to acknowledge receipt of addenda may render response as non-compliant.

3. **Response Format Requirements:**
   a. Responses include following two (2) components:
      1. A technical proposal of the submittal requirements called out in solicitation documents.
      2. A cost proposal in a separate sealed envelope consisting of itemized cost elements expected to be incurred by the City in obtaining the proposed services from the respondent.
   b. Responses are limited to a maximum of 15 pages (excluding index; transmittal letter; title page) and printed on one side only. Any and all forms incorporated in the RFP solicitation documents and submitted with response also do not count towards the specified page limit.
   c. Pages incorporated within the specified page limit must be numbered and typed in no less than 12 points per inch on one side only.
   d. All pages must be bound on left hand margin, not single stapled on top left corner.
   e. Responses must include the **RFP COMPLIANCE DECLARATION** page that is included within the solicitation documents. This requirement cannot be waived as the page confirms the respondent's understanding and compliance with the RFP submittal requirements, any required federal certification and conduct of this solicitation. This declaration must be completed and signed with each copy of response. **FAILURE TO RETURN THE RFP COMPLIANCE**

DECLARATION SHEET WILL SUBJECT THE RESPONSE TO NON-COMPLIANCE WITH RFP SUBMITTAL REQUIREMENTS.

1. If applicable, respondents should provide business, tax, registration numbers etc. on the RFP COMPLIANCE DECLARATION page where listed. Such numbers shall be listed as City, County, State, or Federal. These may be submitted on a separate sheet if not enough room is available.

f. Response shall include six (6) copies of the proposal (one unbound), unless otherwise specified in the solicitation documents, and be marked clearly showing the RFP number and proponent name.

g. In a separate, sealed envelope, include six (6) copies of the cost proposal (one unbound), unless otherwise specified in the RFP; marked as **COST PROPOSAL** and clearly showing the proposal number and proponent name. For the purposes of these conditions of proposing, Total Price shall include all costs except gross receipts tax.

h. Enclose the Proposals in one shipping container to be mailed or delivered to the City Purchasing Section. Cover envelope and/or shipping container shall be marked **with the RFP number, due date and time**, plus have the respondent's return address prominently marked for identification.

i. Should include any samples or other material required by the City on or before the specified due date and time provided in the request for proposal.

j. No other materials are to be submitted, unless specifically requested in proposal.

Proposals must be submitted by the due date/time to:

If Mailed (U.S. Postal Service	If Hand Delivered (FedEx; UPS, etc):
City of Las Cruces	City of Las Cruces
ATTN: Purchasing Section/Bid Clerk	ATTN: Purchasing Section/Bid Clerk
P.O. Box 20000	700 N. Main Street, 3rd Floor Room 3134
Las Cruces, NM 88004	Las Cruces, NM 88001

a. Please note, items mailed Certified or Registered to the post office box may be delayed up to three days, and will subject response to rejection in the event it is received by the City Purchasing Section after due date/time.

b. Proposals delivered after the closing date and time will not be accepted and will be returned unopened.

c. Faxed proposals will not be accepted.

4. The City of Las Cruces reserves the sole right to:

a. Determine responsible respondents and responsive proposals.

b. Determine and waive minor technicalities in the responses from requirements not affecting price, quality, quantity of items, or services sought.

c. Delete, decrease or increase quantities of proposed items or service within effective price dates.

d. Reject any or all responses/proposals and terminate this solicitation process.

5. Law Application:

Respondents shall be responsible for complying with the New Mexico laws prohibiting bribes, gratuities, and kickbacks.

6. Award:

a. The evaluation of proposals and final selection typically takes 45 to 60 days after the closing date.

b. After the evaluation is complete, the award will be posted on the NMEPS website: http://www.govbids.com/scripts/nm1/Public/home1.asp

c. All proponents will receive a summary of the results via email.

d. Successful proponent will receive notice of award via email and will be contacted to negotiate a contract.

e. For negotiated contracts exceeding $75,000, a recommendation for award shall be forwarded to the City Council for review and approval.

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City of Las Cruces

ATTACHMENT A
SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this date, 2015 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Company Name, of Street Address, City, Town, State, Zip Code, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

This agreement is for the procurement of all repairs, parts, materials, and/or labor that are necessary for the repair and maintenance of medium duty automobiles and trucks. This agreement does not authorize the purchase of batteries, tires, anti-freeze, oils/lubricants (unless apart of labor services rendered), automotive glass, automotive body work, and other products or services that are currently available through other active City of Las Cruces price agreements.

Fleet medium duty automobiles and trucks shall be classified as any passenger cars, SUV's, vans, and/or trucks 18,000 lbs gross weight and less.

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY'S, Bid/RFP XX-XX-XXX incorporated herein by reference 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 in an indefinite quantity, indefinite cost amount. CONTRACTOR shall perform the SERVICES upon receipt of a written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.

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 (date of award) for a term of 1 year days through month/day/year (and, pending mutual written agreement, may be extended annually thereafter for up to 1 more years through month/day/year).

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR in Exhibit A (and as agreed to for each project assigned under the terms of this Agreement).

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 days 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 CONTACTOR.
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
In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies

available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION
In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

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.

22. NOTIFICATION
All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:

City of Las Cruces,
PO Box 20000
Las Cruces, NM 88004
ATTENTION: (Project Manager)

With Copies to: Purchasing Manager

TO CONTRACTOR:

Company Name
Address and Street
City, State and Zip

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Scott Insurance (Lynch) P O Box 10489 Lynchburg VA 24506	**CONTACT NAME:** Stacey Hall **PHONE (A/C, No, Ext):** 804-545-2216 **FAX (A/C, No):** 434-455-8938 **E-MAIL ADDRESS:** shall@scottins.com
INSURED 4RIVE-1 4 Rivers Equipment Mr. Jeff Jensen 924 11th Street Greeley CO 80631	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Zurich American Ins Co A+ / 16535 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1323439359 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC 3433288 10	10/1/2015	10/1/2016	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Las Cruces
P.O. Box 20000
Las Cruces NM 88004

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Stacey W. Hall

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PEOPLE HELPING PEOPLE

RFP COMPLIANCE DECLARATION

RFP TITLE:	**FLEET MEDIUM DUTY PARTS AND LABOR**
RFP NO.:	**15-16-074**
DUE DATE/TIME:	**October 8, 2015 / 3:30 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.: _____ is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

4 Rivers Equipment
11323 Rojas
El Paso, Texas 79936

Authorized Signature

Armando Avila
Typed or Printed Name

Parts Manager
Title

aavila@4riversequipment.com
Email address

Telephone number 915-598-1133 Fax number 915-590-5431

NM Tax & Revenue Dept. CRS # 03269057006

Current NM Public Regulatory Commission Registration # 479449 (corporations only)

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

Federal I.D. number 1-46276 8943 (mandatory for all respondents)

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

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

Eva Can U get me this Please

Thanks

A

City of Las Cruces
PEOPLE HELPING PEOPLE

ADDENDUM ONE
September 25, 2015

RFP NUMBER: **15-16-039**

RFP TITLE: **Light Duty Parts and Labor**

DUE DATE/TIME: **EXTENDED October 8, 2015 / 4:00pm**

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

EXTENDED DUE DATE TO OCTOBER 8, 2015 @ 4:00pm

EXTENDED DEADLINE FOR QUESTIONS TO OCTOBER 1, 2015 @ 4:00pm

END OF ADDENDUM ONE

Phone: 575-541-2525 Fax: 575-541-2515 Email: bidclerk@las-cruces.org

City of Las Cruces
PEOPLE HELPING PEOPLE

ADDENDUM TWO
October 1, 2015

BID NUMBER: **15-16-039**

BID TITLE: **Light Duty Parts and Labor**

DUE DATE/TIME: **October 8, 2015 / 4:00PM**

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

This addendum is **27** pages including this cover sheet.

Q1: Does the Certificate of Liability Insurance need to be provided with the RFP or only provided after the bid is awarded?

A1: The Certificate of Liability Insurance needs to be submitted with the RFP.

Q2: If required with submitted proposal, what is the exacted wording the City of Las Cruces would want on the certificate of liability insurance?

A2: "The City of Las Cruces is named as an additional insured".

Q3: On the parts cost matrix, can the pricing discount be on a cost plus basis, or is the list minus discount the only allowed format or can we use a combination of both?

A3: To ensure consistency in the review of the submitted RFP's, we will be looking for the list price minus the percentage (%) off discount.

Q4: Reference page 10 of the RFP, IV Proposal Content, A. Technical Proposal Content. I am not sure what you are looking for in this section as it relates to repairing automobiles, a little direction as to what you require would be helpful, especially item 1.

A4: This will be used to review and score the RFP. Please address all criteria.

Q5: How large is your fleet?

A5: We have approximately 1200 Pieces Rolling Stock Vehicles and Equipment

Q6: What are the makes and models you use?

A6: We are currently standardizing our Fleet toward Ford, International, and Cat. However, we have some older Chevrolet & Dodge and have a few Toyota and Honda's.

Q7: What are the makes and models you use?

A7: See attachment A

City of Las Cruces
PEOPLE HELPING PEOPLE

ADDENDUM TWO

October 5, 2015

RFP NUMBER: **15-16-075**

RFP TITLE: **Heavy Duty Parts and Labor**

DUE DATE/TIME: **October 8, 2015 / 4:00PM**

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

Q1: In reference to page 23 – Notice to Contractors Disadvantaged Business Enterprise (DBE) Program. Please clarify the line asking for State Registration No. With which department would this registration be through?

A1: This line refers to your company's DBE registration number with the New Mexico Department of Transportation.

END OF ADDENDUM TWO

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