

## 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 Brewer Oil Company, of 202 S. Compress, Las Cruces, NM 88005, 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.

## 6. TERM AND SCHEDULE

This Agreement shall become effective on December 7, 2015 for a term of one (1) year through June 30, 2016 and has two (2) one-year renewable options to be exercised at the discretion of the CITY, upon mutual written consent. CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

## 7. EXTENSIONS, CHANGES, AND AMENDMENTS

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

## 8. CHANGES AND EXTRA SERVICES BY THE CITY

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

## 9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

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

## 10. DELAYS

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

## 11. TERMINATION

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

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

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

## 12. RECORDS AND AUDITS

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

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

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

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

## 14. INDEPENDENT CONTRACTOR

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

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

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

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

#### 15. NO JOINT VENTURE OR PARTNERSHIP

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

#### 16. ASSIGNMENT

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

#### 17. INSURANCE

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

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

2. \$100,000 (One Hundred Thousand Dollars) Property Damage Insurance.
3. In the case of any approved subcontract, the CONTRACTOR shall require the subcontractor to provide statutory Workers' Compensation and Employers' Liability Insurance, with the same limits as those required by the CONTRACTOR.
4. Worker's Compensation Per New Mexico Statute (3 or more employees)
  - \$1,000,000 - Bodily Injury: By Accident - Each Accident
  - \$1,000,000 - By Disease: Policy Limit
  - \$1,000,000 - By Disease: Each Employee
  - This coverage required for non-construction contractor with three (3) or more employees
  - Exception: Not applicable to out-of-state companies unless they are hiring in NM
5. The CONTRACTOR must immediately notify the CITY if insurance is canceled or not renewed.

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

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

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

#### 18. INDEMNITY AND LIMITATION

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

#### 19. APPLICABLE LAW

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

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

#### 20. BREACH



Brewer Oil Company

CITY OF LAS CRUCES

BY: Kim Flores  
Kim Flores  
Sales Representative

BY: Deb Smith  
Deb Smith  
Purchasing Manager

12/23/15  
Date

12/29/15  
Date

APPROVED AS TO FORM

Deputy City Attorney  
Deputy City Attorney 12/28/15

# **EXHIBIT A**

## **RFP 15-16-074**

 **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 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

BREWER OIL COMPANY  
202 S. Compress  
LAS CRUCES, NEW MEXICO 88005

  
Authorized Signature  
KIM FLORES  
Typed or Printed Name  
SALES REPRESENTATIVE  
Title  
kflores@breweroil.com  
Email address

Telephone number 575-524-8696 Fax number 575-524-8698

NM Tax & Revenue Dept. CRS # 01790144008

Current NM Public Regulatory Commission Registration # 55621 (corporations only)

Current CLC Business Registration # 1690 (respondents located in Las Cruces only)

Federal I.D. number 85-0223835 (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**

**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	<b>DO NOT</b> leave any blanks. If not bidding on item place a "0" in the proper location
Table A - Manufacturer/Brand Names Offered	Catalog <b>MUST</b> be provided
Table B - Manufacturer/Brand Names Offered	Catalog <b>MUST</b> 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

THE REST OF THE PAGE INTENTIONALLY LEFT BLANK

1	Request for Proposal
2	Cost Matrix
3	Table A
4	Federal Certifications
5	D.B.E.
6	Conflict of Interest
7	Eval. Criteria 1-5
8	Cert. of Insurance
9	NM Resident
10	Addendum One
11	
12	

**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 / 3:304:00 p.m.~~ **October 8, 2015 / 3:30 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:**

Oil/AIR FILTERS, WIPER BLADES SOLD/DELIVERED:

① DAVID MARTIN MARTIN TIRE CO. 915-592-6496

② JORGE GARCIA BRAKE MASTERS 915-443-9891

WIPER BLADES SOLD/DELIVERED:

ALAN SCHALK TIERRA DEL SOL AUTOMOTIVE 575-443-1880

9. Provide the Las Cruces Business Registration number and expiration date  
NO. 1690 EXPIRATION DATE 03/31/2016.
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 award 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.

<b>EVALUATION CRITERIA</b>	<b>WEIGHT (Percent)</b>
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%
<b>Total</b>	<b>100%</b>

- 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.

THE REST OF THE PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT A**

**COST MATRIX**

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

Parts Description	Parts Discount %
General Auto Parts	5
Transmission	0
Gas Engines	0
Diesel Engines	0
Restocking Fees+	0
<b>Labor Charge</b>	
Standard Commercial Shop Labor Rate	0
Discounted Commercial Shop Labor Rate	0

+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)

VALVOLINE OIL/AIR FILTERS  
VALVOLINE WIPER BLADES

---

---

---

---

---

THE REST OF THE PAGE INTENTIONALLY LEFT BLANK

**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		
		Beck/Arnley		
		Genco		
		Wagner		
2	Bearings (Ball & Roller	BCA		
		Timkin		
		National		
3	Belts, Hoses & Clamps	Gates		
		Goodyear		
		Ideal		
4	Brakes (Pads & Shoes)	Bendix		
		Eaton		
		Meritor		
		Raybestos		
		Performance Friction		
5	Brakes (Drums & Rotors)	Guinte		
		Vipar		
		United		
6	Brakes (Calipers)	Vipar		

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		
8	Electrical & Ignition	AC Delco Motorcraft Autolite Champion Standard ColeHersee		
9	Emissions & Exhaust	AC Delco Motorcraft Walker		
10	Filters (Air, Fuel, Oil)	AC Delco Motorcraft Wix Fram VALVOLINE	5%	PRICE LIST IN COST PROPOSAL
11	Gaskets & Seals	AC Delco National C/R		
12	Heating & Air Conditioning	AC Delco Motorcraft		

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		
		Grote		
		Retrac		
		Wagner		
		Trucklite		
14	Power Steering Pumps	A-1 Cardone		
15	Pumps (Fuel & Water)	AC Delco		
		Motorcraft		
		TRW		
		Airtex		
16	Steering & Suspension	Moog		
		Monroe		
		Motorcraft		
17	Universal Joints	Precision		
		Spicer		
18	Wipers	Anco		
		Motorcraft		
		Trico		
		VALVOLINE	5%	PRICE LIST IN COST PROPOSAL

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		
20	Spark Plugs & Wires	AC Delco		
		Champion		
		Motorcraft		
		Autolite		
		Bosch		

THE REST OF THE PAGE INTENTIONALLY LEFT BLANK

**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	Fleetguard		
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		
32			
33			
34			
35			
36			
37			
38			
39			
40			

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, Brewer Oil Co, 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.

Jay Lamberth Signature of Contractor's Authorized Official

Jay Lamberth VP/CFO Name and Title of Contractor's Authorized Official

10/7/15 Date

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 complete 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 contract 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 or Default (Cost-Type Contracts)** The (Recipient) may terminate this contract, or any portion of it, by serving a notice of 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 by 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 or 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: Brewer Oil Co  
Address: 2701 Candelaria NE  
City, State, Zip: Albuquerque, NM 87107  
State Registration No. \_\_\_\_\_  
Contact E-mail: tcathorn@breweroil.co  
Phone No. 505 884 2040

By: [Signature] \_\_\_\_\_ Date: 10-5-15

Terry D Cathorn \_\_\_\_\_ Title: Sales Manager  
Printed Name

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:

Brewer Oil Co.

Official's Name:

Jay Lambert

Title:

VP / CFO

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

Evaluation Criteria No. 1

Brewer Oil Company proposes to provide and deliver Valvoline Oil/Air Filters and Wiper Blades as the exclusive wholesale Valvoline Distributor in New Mexico. Our Las Cruces warehouse stocks and delivers the products to customers in the local market area.

Brewer Oil Company's technical approach:

- a) If bid awarded, a sales representative will be assigned to service the City of Las Cruces account
- b) Customer will send in order requests via email to our sales desk at [orders-LCR@breweroil.com](mailto:orders-LCR@breweroil.com)
- c) Confirmation of order received is sent
- d) Orders are invoiced and loaded on the trucks for delivery
- e) Driver receives signature at time of delivery on invoice.

Valvoline, in partnership with Brewer Oil, offers continuing education and technical support to our customers regarding existing product offered as well as new technologies that are upcoming in the automotive and diesel industry.

Additionally, Valvoline has a website for customers to search for appropriate filters and wiper blades based on the vehicle being serviced. This website is efficient and user friendly. For your review, the website is [www.ValvolineFilters.com](http://www.ValvolineFilters.com).

## Evaluation Criteria No. 2

### Key Personnel

Terry Calhoun, Sales Manager

20+ years experience in fuel, lubricant and chemicals industry

Manages eight (8) sales representatives with Brewer Oil Company

Works with Valvoline representative on new products, programs and customer engagement.

Kim Flores, Sales Representative

15 years experience in fuel, lubricant and chemical sales.

3 years with Brewer Oil Company

Responsible for selling new business as well as account management and servicing of existing fuel, lubricant and chemical customers in Southwest New Mexico and El Paso, Texas.

Javier Macias, Las Cruces Warehouse Manager

11 years experience in warehouse management

Responsible for bulk plant and inventory management, warehouse and delivery personnel, Quality Assurance and Safety Compliance.

Robert Padilla, Sales Desk and Dispatcher

15+ years experience in fuel and lubricants industry

Responsible for order receipt, dispatching deliveries and customer service.

Evaluation Criteria No. 3

- a) We have current and past customers which included the sale and delivery of Oil/Air Filters and Wiper Blades. Some of these include Valvoline National accounts which are large volume customers with national contracts.
  
- b) We do not have any subcontractors servicing our business. As a wholesale distributor, we are responsible for our on-book and national account business with our suppliers.
  
- c) The address to our Las Cruces Warehouse is:  
Brewer Oil Company  
202 S. Compress  
Las Cruces, New Mexico 88005  
100% work performed at this location

Evaluation Criteria No. 4

- a) Jay Lambreth, Vice President/Chief Financial Officer  
Brewer Oil Company – Administrative Office  
2701 Candelaria NE  
Albuquerque, New Mexico 87107  
505-884-2040
  
- b) Kim Flores, Sales Representative  
Brewer Oil Company – Las Cruces  
202 S. Compress  
Las Cruces, New Mexico 88005  
575-915-6068 (cell)  
575-524-8696 (office)
  
- c) Upon award of contract, Brewer Oil Company would like to meet with City personnel responsible for the purchasing and ordering of the products to:
  - 1. Set timeline for activation and transition of the account
  - 2. Discuss procedures for ordering and delivery based on City requirements

Evaluation Criteria No. 5

Five (5) Contacts

1. Gabriel Silva  
Dona Ana County  
2033 E. Griggs Ave.  
Las Cruces, New Mexico 88001  
(575) 647-7119
  
2. David Martin  
Martin Tire Company  
1341 Lee Trevino Dr.  
El Paso, Texas 79936  
(915) 592-6496
  
3. Alan Schalk  
Tierra Del Sol Automotive  
2031 E. 1<sup>st</sup> St.  
Alamogordo, New Mexico 88310  
(575) 443-1880
  
4. Jorge Garcia  
Brake Masters  
403 S. Solano Dr.  
Las Cruces, New Mexico 88001  
(915) 443-9891
  
5. Jason Miller  
Valvoline Instant Oil Change  
4900 San Mateo N.E.  
Albuquerque, New Mexico 87109  
(505) 880-1616

# STATE OF NEW MEXICO

## TAXATION AND REVENUE DEPARTMENT

# RESIDENT BUSINESS CERTIFICATE

Issued to: **BREWER OIL CO**

DBA: **BREWER OIL CO**  
**PO BOX 1347**  
**ARTESIA, NM 88211-1347**

Expires: **27-Jun-2015**

Please verify current status of Certificate by contacting Taxation and Revenue Department

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

Certificate Number:

**L0440334656**



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

**ADDENDUM ONE**  
October 1, 2015

**BID NUMBER:** 15-16-074

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

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

---

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 **26** pages including this cover sheet.

**Q1:** How large is your fleet?

**A1:** We have approximately 1200 Pieces Rolling Stock Vehicles and Equipment.

**Q2:** What are the makes and models you use?

**A2:** 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.

**Q3:** How much of each?

**A3:** See attachment A

Cost proposal

Brewer Oil Company proposes to City of Las Cruces the following:

5% off list price (included) for Valvoline Oil/Air Filters

5% off list price (included) for Valvoline Wiper Blades

Delivery Fee: \$0.00

Restocking Fee: \$0.00

Training/Continuing Education: \$0.00

Brewer Oil Co.  
105 S. Compress Rd.  
Las Cruces, NM 88005

WSRPRICE  
Run Date 10/05/15  
Run Time 10:19

BREWER OIL COMPANY  
Wholesale Inventory  
'Multi-level Price List - tsquibb'  
Ordered by Profit Center, Class, Product

Page 1

Product	Description	Quantity Level	1 Level	2 Level	3 Level	4 Level	5 Level	6 Level	7 Level
PROFIT CENTER: 2000 ALBUQUERQUE WAREHOUSE									
PRODUCT CLASS: FILT FILTERS									
LC 834	LC 834 Oil Filter Ea	0	3.5125						
LC 846	LC 846 Oil Filter Ea	0	9.2125						
LC8170	LC 8170 OIL FILTER	0	8.0875						
VA100	VA 100 AIR FILTER EACH DISC	0	8.3625						
VA101	VA 101 AIR FILTER EACH	0	6.1125						
VA102	VA 102 AIR FILTER EACH	0	5.4625						
VA104	VA 104 AIR FILTER EACH	0	6.9375						
VA105	VA 105 AIR FILTER EACH	0	3.9500						
VA106	VA 106 AIR FILTER EACH DISC	0	3.8125						
VA107	VA 107 AIR FILTER EACH DISC	0	3.6500						
VA108	VA 108 AIR FILTER EACH	0	2.1875						
VA109	VA 109 AIR FILTER EACH	0	2.1875						
VA110	VA 110 AIR FILTER EACH	0	3.7625						
VA111	VA 111 AIR FILTER EACH	0	7.4500						
VA112	VA 112 AIR FILTER EACH	0	3.6500						
VA113	VA 113 AIR FILTER EACH	0	6.6625						
VA114	VA 114 AIR FILTER EACH	0	6.2625						
VA116	VA 116 AIR FILTER EACH	0	3.9500						
VA117	VA 117 AIR FILTER EACH	0	6.8875						
VA118	VA 118 AIR FILTER EACH	0	8.2000						
VA120	VA 120 AIR FILTER EACH DISC	0	8.3625						
VA122	VA 122 AIR FILTER EACH DISC	0	7.3250						
VA124	VA 124 AIR FILTER EACH DISC	0	4.5000						
VA125	VA 125 AIR FILTER EACH	0	7.5875						
VA128	VA 128 AIR FILTER EACH DISC	0	16.5000						
VA129	VA 129 AIR FILTER EACH	0	8.5875						
VA131	VA 131 AIR FILTER EACH DISC	0	7.0500						
VA132	VA 132 AIR FILTER EACH	0	7.3750						
VA135	VA 135 AIR FILTER EACH	0	5.8500						
VA136	VA 136 AIR FILTER EACH DISC	0	4.7750						
VA137	VA 137 AIR FILTER EACH	0	8.9875						
VA138	VA 138 AIR FILTER EACH	0	8.2500						
VA140	VA 140 AIR FILTER EACH	0	6.2125						
VA142	VA 142 AIR FILTER EACH	0	6.2250						
VA144	VA 144 AIR FILTER EACH	0	7.7125						
VA145	VA 145 AIR FILTER EACH	0	9.1375						
VA146	VA 146 AIR FILTER EACH	0	6.4875						
VA147	VA 147 AIR FILTER EACH DISC	0	7.6875						
VA148	VA 148 AIR FILTER EACH DISC	0	8.1125						
VA149	VA 149 AIR FILTER EACH	0	4.1375						
VA150	VA 150 AIR FILTER EACH	0	7.8250						
VA151	VA 151 AIR FILTER EACH	0	9.0875						
VA152	VA 152 AIR FILTER EACH	0	5.1875						
VA153	VA 153 AIR FILTER EACH	0	9.1375						
VA154	VA 154 AIR FILTER EACH	0	3.7625						
VA155	VA 155 AIR FILTER EACH	0	6.8875						

\* An asterisk (\*) following the last factor indicates other factors not listed

WSRPRICE  
Run Date 10/05/15  
Run Time 10:19

BREWER OIL COMPANY  
Wholesale Inventory  
'Multi-level Price List - tsquibb'  
Ordered by Profit Center, Class, Product

Page 2

Product	Description	Quantity Level	1 Level	2 Level	3 Level	4 Level	5 Level	6 Level	7 Level
VA156	VA 156 AIR FILTER EACH	0	4.6750						
VA157	VA 157 AIR FILTER EACH	0	6.9500						
VA158	VA 158 AIR FILTER EACH DISC	0	10.3500						
VA159	VA 159 AIR FILTER EACH	0	10.5750						
VA160	VA 160 AIR FILTER EACH	0	8.9500						
VA161	VA 161 AIR FILTER EACH	0	7.5000						
VA162	VA 162 AIR FILTER EACH	0	5.3125						
VA163	VA 163 AIR FILTER EACH	0	6.5750						
VA164	VA 164 AIR FILTER EACH	0	5.3125						
VA165	VA 165 AIR FILTER EACH	0	7.8500						
VA166	VA 166 AIR FILTER EACH	0	6.0000						
VA167	VA 167 AIR FILTER EACH	0	9.1625						
VA169	VA 169 AIR FILTER SINGLE PACK	0	8.8750						
VA170	VA 170 AIR FILTER EACH	0	9.4125						
VA171	VA 171 AIR FILTER EACH	0	6.7375						
VA172	VA 172 AIR FILTER EACH	0	5.2500						
VA174	VA 174 AIR FILTER SINGLE PACK	0	62.0375						
VA175	VA 175 AIR FILTER EACH	0	3.7625						
VA176	VA 176 AIR FILTER EACH	0	6.7125						
VA177	VA 177 AIR FILTER EACH	0	7.5875						
VA178	VA 178 AIR FILTER EACH DISC	0	7.6500						
VA179	VA 179 AIR FILTER EACH	0	7.0375						
VA180	VA 180 AIR FILTER EACH	0	6.9250						
VA181	VA 181 AIR FILTER EACH	0	8.4375						
VA182	VA 182 AIR FILTER EACH	0	7.4875						
VA183	VA 183 AIR FILTER EACH	0	5.3250						
VA184	VA 184 AIR FILTER EACH	0	6.4250						
VA185	VA 185 AIR FILTER EACH	0	7.5000						
VA186	VA 186 AIR FILTER EACH	0	15.3500						
VA187	VA 187 AIR FILTER EACH DISC	0	54.7000						
VA188	VA 188 AIR FILTER EACH	0	5.5750						
VA189	VA 189 AIR FILTER EACH	0	14.4500						
VA190	VA 190 AIR FILTER EACH	0	7.1250						
VA191	VA 191 AIR FILTER EACH	0	6.6500						
VA192	VA 192 AIR FILTER EACH	0	7.2875						
VA193	VA 193 AIR FILTER EACH	0	6.1625						
VA194	VA 194 AIR FILTER EACH	0	10.6750						
VA195	VA 195 AIR FILTER EACH	0	11.6875						
VA196	VA 196 AIR FILTER EACH	0	5.7875						
VA197	VA 197 AIR FILTER EACH	0	6.0250						
VA198	VA 198 AIR FILTER EACH	0	8.6875						
VA199	VA 199 AIR FILTER EACH DISC	0	9.6875						
VA2	VA 2 AIR FILTER EACH	0	1.8375						
VA200	VA 200 AIR FILTER EACH	0	12.2625						
VA201	VA 201 AIR FILTER EACH	0	9.6500						
VA202	VA 202 AIR FILTER EACH	0	8.9125						
VA203	VA 203 AIR FILTER EACH	0	9.1750						
VA204	VA 204 AIR FILTER EACH	0	10.2250						
VA205	VA 205 AIR FILTER EACH	0	8.6875						
VA206	VA 206 AIR FILTER EACH	0	8.0500						

\* An asterisk (\*) following the last factor indicates other factors not listed

WSRPRICE  
Run Date 10/05/15  
Run Time 10:19

BREWER OIL COMPANY  
Wholesale Inventory  
'Multi-Level Price List - tsquibb'  
Ordered by Profit Center, Class, Product

Page 3

Product	Description	Quantity Level	1 Level	2 Level	3 Level	4 Level	5 Level	6 Level	7 Level
VA207	VA 207 AIR FILTER EACH	0	11.0625						
VA208	VA 208 AIR FILTER EACH	0	8.9750						
VA209	VA 209 AIR FILTER EACH	0	9.7750						
VA210	VA 210 AIR FILTER EACH	0	9.3500						
VA211	VA 211 AIR FILTER EACH	0	6.7125						
VA212	VA 212 AIR FILTER EACH	0	6.7000						
VA213	VA 213 AIR FILTER EACH	0	8.9875						
VA214	VA 214 AIR FILTER EACH	0	10.2625						
VA215	VA 215 AIR FILTER EACH	0	8.3875						
VA216	VA 216 AIR FILTER EACH	0	8.7500						
VA217	VA 217 AIR FILTER EACH	0	10.5625						
VA218	VA 218 AIR FILTER SINGLE PACK	0	53.6250						
VA219	VA 219 AIR FILTER EACH	0	7.6625						
VA220	VA 220 AIR FILTER EACH	0	11.2000						
VA221	VA 221 AIR FILTER EACH	0	11.2000						
VA222	VA 222 AIR FILTER EACH	0	10.0250						
VA223	VA 223 AIR FILTER EACH	0	11.2750						
VA224	VA 224 AIR FILTER EACH	0	10.0250						
VA225	VA 225 AIR FILTER EACH	0	10.0250						
VA226	VA 226 AIR FILTER EACH	0	12.4500						
VA227	VA 227 AIR FILTER EACH	0	11.2750						
VA228	VA 228 AIR FILTER EACH	0	8.8375						
VA229	VA 229 AIR FILTER EACH	0	10.0875						
VA230	VA 230 AIR FILTER EACH	0	11.2750						
VA231	VA 231 AIR FILTER EACH	0	11.2750						
VA232	VA 232 AIR FILTER EACH	0	10.0250						
VA233	VA 233 AIR FILTER EACH	0	10.0875						
VA234	VA 234 AIR FILTER EACH	0	11.2000						
VA235	VA 235 AIR FILTER EACH	0	11.2000						
VA236	VA 236 AIR FILTER EACH	0	8.3375						
VA237	VA 237 AIR FILTER EACH	0	7.4000						
VA238	VA 238 AIR FILTER EACH	0	10.1375						
VA239	VA 239 AIR FILTER SINGLE PACK	0	71.9375						
VA240	VA 240 AIR FILTER EACH	0	6.9125						
VA241	VA 241 AIR FILTER EACH	0	3.4750						
VA242	VA 242 AIR FILTER EACH	0	7.4125						
VA243	VA 243 AIR FILTER EACH	0	5.8500						
VA244	VA 244 AIR FILTER EACH	0	5.2875						
VA245	VA 245 AIR FILTER EACH	0	3.9375						
VA246	VA 246 AIR FILTER EACH	0	7.2875						
VA247	VA 247 AIR FILTER EACH	0	7.5375						
VA248	VA 248 AIR FILTER EACH	0	6.7125						
VA249	VA 249 AIR FILTER EACH	0	5.0250						
VA250	VA 250 AIR FILTER EACH	0	5.4750						
VA251	VA 251 AIR FILTER EACH	0	10.1250						
VA252	VA 252 AIR FILTER EACH	0	8.0125						
VA253	VA 253 AIR FILTER EACH	0	9.7750						
VA254	VA 254 AIR FILTER EACH	0	8.2250						
VA255	VA 255 AIR FILTER EACH	0	13.4125						
VA256	VA 256 AIR FILTER EACH	0	9.6500						

\* An asterisk (\*) following the last factor indicates other factors not listed

WSRPRICE  
Run Date 10/05/15  
Run Time 10:19

BREWER OIL COMPANY  
Wholesale Inventory  
'Multi-level Price List - tsquibb'  
ordered by Profit Center, Class, Product

Page 4

Product	Description	Quantity Level	1 Level	2 Level	3 Level	4 Level	5 Level	6 Level	7 Level
VA257	VA 257 AIR FILTER EACH	0	8.5875						
VA258	VA 258 AIR FILTER EACH	0	7.0125						
VA259	VA 259 AIR FILTER EACH	0	5.6625						
VA260	VA 260 AIR FILTER EACH	0	4.5125						
VA261	VA 261 AIR FILTER EACH	0	5.5125						
VA262	VA 262 AIR FILTER EACH	0	10.5625						
VA263	VA 263 AIR FILTER EACH	0	6.6000						
VA264	VA 264 AIR FILTER EACH	0	25.0750						
VA265	VA 265 AIR FILTER EACH	0	7.0375						
VA266	VA 266 AIR FILTER EACH	0	9.7000						
VA268	VA 268 AIR FILTER EACH	0	15.8250						
VA269	VA 269 AIR FILTER EACH	0	5.1750						
VA270	VA 270 AIR FILTER EACH	0	7.8250						
VA271	VA 271 AIR FILTER EACH	0	10.4000						
VA272	VA 272 AIR FILTER EACH	0	18.2000						
VA273	VA 273 AIR FILTER EACH	0	7.5750						
VA274	VA 274 AIR FILTER EACH	0	19.5125						
VA275	VA 275 AIR FILTER EACH	0	10.2000						
VA277	VA 277 AIR FILTER EACH	0	9.8875						
VA278	VA 278 AIR FILTER EACH	0	9.5750						
VA279	VA 279 AIR FILTER EACH	0	7.8125						
VA280	VA 280 AIR FILTER EACH	0	9.9000						
VA282	VA 282 AIR FILTER EACH	0	11.3750						
VA283	VA 283 AIR FILTER EACH	0	8.8500						
VA284	VA 284 AIR FILTER EACH	0	8.8500						
VA285	VA 285 AIR FILTER EACH	0	7.0000						
VA286	VA 286 AIR FILTER EACH	0	13.7500						
VA287	VA 287 AIR FILTER EACH	0	7.1250						
VA288	VA 288 AIR FILTER EACH	0	17.1875						
VA289	VA 289 AIR FILTER EACH	0	10.1625						
VA290	VA 290 AIR FILTER EACH	0	15.9500						
VA291	VA 291 AIR FILTER EACH	0	12.5000						
VA292	VA 292 AIR FILTER EACH	0	8.7625						
VA293	VA 293 AIR FILTER EACH	0	9.8375						
VA294	VA 294 AIR FILTER EACH	0	9.8375						
VA295	VA 295 AIR FILTER EACH	0	12.8375						
VA296	VA 296 AIR FILTER EACH	0	9.5625						
VA297	VA 297 AIR FILTER EACH	0	9.5625						
VA298	VA 298 AIR FILTER EACH	0	12.9125						
VA299	VA 299 AIR FILTER EACH	0	10.7250						
VA300	VA 300 AIR FILTER EACH	0	8.1750						
VA38	VA 38 AIR FILTER EACH	0	2.4375						
VA40	VA 40 AIR FILTER EACH DISC	0	2.5750						
VA65	VA 65 AIR FILTER EACH	0	2.1250						
VA66	VA 66 AIR FILTER EACH	0	2.1375						
VA68	VA 68 AIR FILTER EACH DISC	0	2.5500						
VA69	VA 69 AIR FILTER EACH	0	1.9125						
VA70	VA 70 AIR FILTER EACH DISC	0	2.5500						
VA71	VA 71 AIR FILTER EACH DISC	0	2.3750						
VA72	VA 72 AIR FILTER EACH DISC	0	4.3500						

\* An asterisk (\*) following the last factor indicates other factors not listed

Multi-level Price List

WSRPRICE  
Run Date 10/05/15  
Run Time 10:19

BREWER OIL COMPANY  
Wholesale Inventory  
'Multi-level Price List - tsquibb'  
Ordered by Profit Center, Class, Product

Page 5

Product	Description	Quantity Level	1 Level	2 Level	3 Level	4 Level	5 Level	6 Level	7 Level
VA78	VA 78 AIR FILTER EACH	0	2.1875						
VA81	VA 81 AIR FILTER EACH	0	3.0000						
VA84	VA 84 AIR FILTER EACH	0	6.0875						
VA85	VA 85 AIR FILTER EACH DISC	0	2.5500						
VA86	VA 86 AIR FILTER EACH	0	2.7750						
VA88	VA 88 AIR FILTER EACH DISC	0	3.8125						
VA89	VA 89 AIR FILTER EACH	0	6.0000						
VA90	VA 90 AIR FILTER EACH	0	2.5875						
VA91	VA 91 AIR FILTER EACH	0	3.9500						
VA92	VA 92 AIR FILTER EACH	0	7.4875						
VA93	VA 93 AIR FILTER EACH DISC	0	9.9875						
VA94	VA 94 AIR FILTER EACH	0	5.8250						
VA96	VA 96 AIR FILTER EACH	0	5.9250						
VA97	VA 97 AIR FILTER EACH DISC	0	8.5875						
VA98	VA 98 AIR FILTER EACH DISC	0	6.7000						
VA99	VA 99 AIR FILTER EACH	0	8.2000						
VFA1641	VFA 1641 AIR FILTER EA DISC	0	8.3750						
VFA1643	VFAP 1643 AIR FILTER EACH	0	6.8000						
VFAP1612	VFAP 1612 AIR FILTER EA DISC	0	6.0500						
VFAP1613	VFAP 1613 AIR FILTER EA DISC	0	5.7875						
VFAP7854	VFAP 7854 AIR FILTER EACH	0	2.6625						
VFAP7857	VFAP 7857 AIR FILTER EACH	0	3.7625						
VFAP7859	VFAP 7859 AIR FILTER EACH	0	7.8375						
VFAP7865	VFAP 7865 AIR FILTER EA DISC	0	6.0125						
VFAP7892	VFAP 7892 AIR FILTER EACH	0	6.0000						
VFAP7893	VFAP 7893 AIR FILTER EACH	0	8.0500						
VFAP7908	VFAP 7908 AIR FILTER EACH	0	5.0625						
VFAP7912	VFAP 7912 AIR FILTER EA DISC	0	8.9125						
VFAP917	VFAP 917 AIR FILTER EACH	0	7.7625						
VFCL1057	VFCL 1057 Oil Filter 12/1	0	4.1125						
VO 101	VO 101 OIL FILTER EACH	0	13.6875						
VO 102	VO 102 OIL FILTER EACH	0	4.9000						
VO 103	VO 103 OIL FILTER EACH	0	9.5000						
VO 104	VO 104 OIL FILTER EACH	0	14.8125						
VO 105BP	VO 105BP Oil Filter Case	0	24.1500						
VO 106BP	VO 106BP Oil Filter Case	0	22.5000						
VO 107BP	VO 107BP Oil Filter Case	0	21.1500						
VO 108BP	VO 108BP Oil Filter Case	0	22.5000						
VO 109	VO 109 OIL FILTER EACH	0	9.8000						
VO 110	VO 110 OIL FILTER EACH	0	4.8125						
VO 111	VO 111 OIL FILTER EACH	0	9.4500						
VO 113	VO 113 OIL FILTER EACH	0	2.0750						
VO 114	VO 114 OIL FILTER EACH	0	10.1875						
VO 118BP	VO 118BP Oil Filter Case	0	0.0000						
VO 15BP	VO 15BP Oil Filter Case	0	22.5000						
VO 16BP	VO 16BP Oil Filter Case	0	19.2000						
VO 19	VO 19 OIL FILTER EACH	0	1.9375						
VO 18P	VO 18P Oil Filter Case	0	18.1500						
VO 24	VO 24 OIL FILTER EACH	0	1.9625						
VO 25BP	VO 25BP Oil Filter Case	0	19.2000						

\* An asterisk (\*) following the last factor indicates other factors not listed

WSRPRICE  
Run Date 10/05/15  
Run Time 10:19

BREWER OIL COMPANY  
Wholesale Inventory  
'Multi-level Price List - tsquibb'  
ordered by Profit Center, Class, Product

Page 6

Product	Description	Quantity Level	1 Level	2 Level	3 Level	4 Level	5 Level	6 Level	7 Level
VO 33	VO 33 OIL FILTER EACH	0	1.8125						
VO 35	VO 35 OIL FILTER EACH	0	1.9125						
VO 37	VO 37 OIL FILTER EACH	0	2.0875						
VO 40BP	VO 40BP Oil Filter Case	0	22.8000						
VO 52	VO 52 OIL FILTER EACH	0	2.0875						
VO 55BP	VO 55BP Oil Filter Case	0	20.5500						
VO 56BP	VO 56BP Oil Filter Case	0	24.4500						
VO 58BP	VO 58BP Oil Filter Case	0	22.6500						
VO 60	VO 60 OIL FILTER EACH	0	4.1875						
VO 62	VO 62 OIL FILTER EACH	0	7.7250						
VO 63	VO 63 OIL FILTER EACH	0	5.9000						
VO 64	VO 64 OIL FILTER EACH	0	4.1375						
VO 65	VO 65 OIL FILTER EACH	0	2.2250						
VO 66	VO 66 OIL FILTER EACH	0	7.4625						
VO 67	VO 67 OIL FILTER EACH	0	1.9375						
VO 69	VO 69 OIL FILTER EACH	0	8.1250						
VO 70	VO 70 OIL FILTER EACH	0	8.8875						
VO 71	VO 71 OIL FILTER EACH	0	7.5225						
VO 73	VO 73 OIL FILTER EACH	0	6.5875						
VO 74	VO 74 OIL FILTER EACH	0	10.1000						
VO 75	VO 75 OIL FILTER EACH	0	5.3375						
VO 76	VO 76 OIL FILTER EACH	0	3.1500						
VO 77	VO 77 OIL FILTER EACH	0	7.5625						
VO 78	VO 78 OIL FILTER EACH	0	4.5375						
VO 80	VO 80 OIL FILTER EACH	0	4.3625						
VO 81	VO 81 OIL FILTER EACH	0	8.5000						
VO 82	VO 82 OIL FILTER EACH	0	5.4000						
VO 84	VO 84 OIL FILTER EACH	0	4.6375						
VO 85	VO 85 OIL FILTER EACH	0	11.6750						
VO 86	VO 86 OIL FILTER EACH	0	4.1625						
VO 87	VO 87 OIL FILTER EACH	0	4.7125						
VO 88BP	VO 88BP OIL FILTER CASE	0	29.2500						
VO 90	VO 90 OIL FILTER EACH	0	4.7500						
VO 91	VO 91 OIL FILTER EACH	0	13.4250						
VO 92	VO 92 OIL FILTER EACH	0	15.0375						
VO 93	VO 93 OIL FILTER EACH	0	2.4500						
VO 94	VO 94 OIL FILTER EACH	0	19.8625						
VO 95BP	VO 95BP Oil Filter Case	0	0.0000						
VO 96	VO 96 OIL FILTER EACH	0	7.1125						
VO 97	VO 97 OIL FILTER EACH	0	9.4125						
VO 98	VO 98 OIL FILTER EACH	0	7.7750						
VO 99	VO 99 OIL FILTER EACH	0	5.7250						

\* An asterisk (\*) following the last factor indicates other factors not listed



# Valvoline™ Oil Filters

Valvoline knows clean, quality engine oil is essential to the life of the engine. As one of the few motor oil companies to offer a comprehensive filter line, we understand the importance the oil filter makes in the life of your vehicle.

An oil filter is essential to keeping the vehicle's engine supplied with clean, lifesaving lubricating oil. While engine oil keeps the moving parts in an engine lubricated, the oil filter stops harmful dirt and contaminants from circulating in the oil system, which can cause premature wear and damage. The oil filter not only traps these particles, but it contains them, ensuring a continuous and clean oil flow to your engine.

## Top Benefits of a Valvoline Oil Filter:

### 1. Guaranteed quality.

Valvoline Oil filters meet the OE fit and function requirements for over 98% of vehicles on the road today.

### 2. Extensive vehicle coverage in a consolidated line of quality filters.

Valvoline helps to reduce your inventory investment with its consolidated line of filters. New model year applications are made readily available.

### 3. Valvoline helps meet your business objective with:

- Excellent on-time delivery and order fulfillment of all products including new to market models
- Filter Technical Hotline
- Integrated marketing programs and support
- Product Warranty\*



**\* Limited Warranty**

Valvoline filter products are warranted to be free from manufacturer's defects in material, workmanship, or design. Valvoline filter products are to be used in accordance to the engine manufacturer's recommendations. See current year Valvoline Filter product catalog for complete warranty information.



# CLEAR THE AIR™

## with Valvoline™ Air Filters

**Studies show an average vehicle needs 10,000 gallons of fresh air for every gallon of fuel burned.**

Dirty, clogged air filters choke off vital engine air which the combustion process needs to make power most efficiently. A new Valvoline Air Filter can help increase airflow, horsepower, fuel efficiency, and improve overall engine performance and longevity. Valvoline Air Filters help prevent harmful debris from entering the engine through the air intake system.

**Valvoline Air Filters are guaranteed\* to meet the OE fit and function requirements for over 86% of vehicles.**

### Top Reasons to Recommend / Replace a Valvoline Air Filter

#### 1. Help the engine breathe easier.

Clogged filters can choke off the air flow to the engine which causes it to work harder to perform. Long-term, hampered air flow can cause engine wear and costly repairs. A new Valvoline Air Filter helps filter out road debris, leaves, water, bugs, and improves air flow and quality to the engine.

#### 2. Help the vehicle perform better.

Dirty air filters create an incorrect air-fuel mixture which can lead to fouled spark plugs resulting in hesitations, engine misses and rough idle. In older vehicles with carburetors, this fouling can reduce fuel economy. Improving air flow to the engine allows it operate properly reducing fuel consumption and reducing emissions.

#### 3. Help meet your business objectives.

Many consumers are unaware of the consequences of a dirty air filter can cause to the engine's performance. This simple replacement can help improve a vehicle's performance and power, fuel efficiency, and prolong the engine life. Valvoline offers educational support and the right product coverage for over 86% of air filters used today to help you better serve your customer.



**\* Limited Warranty**

*Valvoline filter products are warranted to be free from manufacturer's defects in material, workmanship, or design. Valvoline filter products are to be used in accordance to the engine manufacturer's recommendations. See current year Valvoline Filter product catalog for complete warranty information.*



WSRPRICE  
Run Date 10/06/15  
Run Time 08:12

BREWER OIL COMPANY  
Wholesale Inventory  
'Multi-level Price List - tsquibb'  
Ordered by Profit Center, Class, Product

Page 1

Product	Description	Quantity Level	1 Level	2 Level	3 Level	4 Level	5 Level	6 Level	7 Level
PROFIT CENTER: 2000 ALBUQUERQUE WAREHOUSE									
PRODUCT CLASS: WIPERWINDSHIELD WIPERS									
781003	26" Gold Series Wiper	0	6.1000						
781099	16" Gold Series Wiper	0	3.2500						
781100	17" Gold Series Wiper	0	3.2500						
781117	19" Aqua Blade Wiper	0	9.8250						
781119	20" Aqua Blade Wiper	0	9.8250						
781120	21" Aqua Blade Wiper	0	9.8250						
781121	22" Aqua Blade Wiper	0	10.2875						
781122	24" Aqua Blade Wiper	0	10.2875						
781181	18" Gold Series Wiper	0	3.2500						
781182	19" Gold Series Wiper	0	3.6625						
781183	20" Gold Series Wiper	0	3.6625						
781184	21" Gold Series Wiper	0	3.6625						
781185	22" Gold Series Wiper	0	4.6000						
781186	24" Gold Series Wiper	0	5.1250						
836424	Surge Wiper 13" 5 ctn	0	17.8125						
836425	Surge wiper 14" 5 ctn	0	17.8125						
836426	Surge wiper 15" 5 ctn	0	17.8125						
836427	Surge wiper 16" 5 ctn	0	17.8125						
836428	Surge wiper 17" 5 ctn	0	17.8125						
836429	Surge Wiper 18" 5 ctn	0	17.8125						
836430	Surge wiper 19" 5 ctn	0	17.8125						
836451	Surge wiper 20" 5 ctn	0	17.8125						
836452	Surge wiper 21" 5 ctn	0	17.8125						
836453	Surge wiper 22" 5 ctn	0	17.8125						
836454	Surge wiper 24" 5 ctn	0	17.8125						
836455	Surge wiper 26" 5 ctn	0	17.8125						
836456	Surge wiper 28" 5 ctn	0	17.8125						
836457	Aquablade 16" 5 ctn	0	43.6875						
836532	Aquablade 17" 5 ctn	0	43.6875						
836533	Aquablade 18" 5 ctn	0	43.6875						
836534	Aquablade 19" 5 ctn	0	49.1250						
836535	Aquablade 20" 5 ctn	0	48.4375						
836536	Aquablade 21" 5 ctn	0	48.4375						
836537	Aquablade 22" 5 ctn	0	50.7500						
836538	Aquablade 24" 5 ctn	0	50.7500						
836587	Surge wiper 12" 5 ctn	0	17.8125						

\* An asterisk (\*) following the last factor indicates other factors not listed

# CLEAR PERFORMANCE™

## with Valvoline™ Wiper Blades

### Surge Blade™

#### TOP QUALITY TRADITIONAL BLADE

##### Conventional, long-lasting wiper blade technology

- Reliable streak & squeak-free wipe
- High-quality materials to provide maximum driving visibility
- All-steel frame with black anti-rust finish provides strength and durability
- Easy to install
- Guaranteed quality\*
- Meets or exceeds OEM standards
- Available in sizes from 12" – 28"



Surge  
BLADE™



# CLEAR PERFORMANCE™

## with Valvoline™ Wiper Blades

### AquaBlade™

#### PREMIUM, INNOVATIVE BEAM BLADE TECHNOLOGY

#### The ultimate for all season performance

- Aerodynamic design provides clear performance in any driving condition
- Patented twin beam design for maximum surface coverage
- Streak-free visibility
- Easy to install
- Patented “tool-less” connector
- Wind and weather resistant frame; will not clog in ice or snow
- Meets or exceeds OEM standards
- Guaranteed quality\*
- Available in sizes from 14" – 28"



Aqua  
BLADE™

Valvoline