



City of Las Cruces

SERVICE AGREEMENT

THIS AGREEMENT made and entered into on July 1, 2016 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Schindler Elevator Company of El Paso, TX, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Elevator Maintenance

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY'S bid #15-16-164, 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 the CITY'S bid #15-16-164, as set forth in Exhibit A, attached hereto and made a part of this Agreement, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order. The CITY cannot authorize costs to be incurred prior to issuance 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 July 1, 2016 for a term of one (1) year through June 30, 2017, 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 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

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

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

12. RECORDS AND AUDITS

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

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

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

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

14. INDEPENDENT CONTRACTOR

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

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

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

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

15. NO JOINT VENTURE OR PARTNERSHIP

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

16. ASSIGNMENT

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

17. INSURANCE

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

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

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

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

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

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

18. INDEMNITY AND LIMITATION

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

19. APPLICABLE LAW

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

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

20. BREACH

agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

SCHINDLER ELEVATOR CO.

CITY OF LAS CRUCES

BY:



Marc Owens
Branch Manager

BY:



Deb Smith
Purchasing Manager

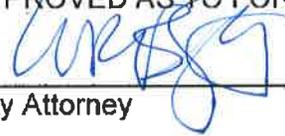


Date



Date

APPROVED AS TO FORM



City Attorney

Exhibit A

Rev. May 2015

INVITATION TO BID

<i>TITLE</i>	<i>BID #</i>	<i>DUE DATE/TIME</i>
Elevator Maintenance Price Agreement	15-16-164	April 27, 2016 @ 2:00 p.m.

Bid Submitted by: Schindler Elevator Company

(Company)

BIDDING CONDITIONS

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

- 1) Bidders are advised that all bids are subject to the legal requirements as provided for in the City of Las Cruces (City) Procurement Code, Chapter 24 Las Cruces Municipal Code (LCMC), 1998 available on the City's website:

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

- a) Preference will be given to bidders residing within New Mexico and/or Las Cruces, NM, in accordance with §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, and Section 24-100, LCMC, 1998, of the City Procurement Code.
- b) Whenever bid specifications are for supplies or materials consisting of recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall receive a 5% preference pursuant to §13-1-21, NMSA, 1978.
- c) The application of multiple preferences shall be limited to ten percent (10%).
- d) Whenever federal funds that are subject to the U.S. OMB "Common Rule" and involved in the purchase of goods/services by the City, the preferences stated within this section are not applicable.

- e) **DIRECT CONTACT WITH CITY ELECTED OFFICIALS OR CITY STAFF DURING THE BID PROCESS (from Public Notice through Award), OTHER THAN PURCHASING SECTION STAFF, WILL RENDER THE BID NON-COMPLIANT AND UNACCEPTABLE FOR AWARD.**
 - f) Bidder agrees to comply with all City, State and Federal rules and regulations.
 - g) Bidder is responsible for complying with criminal laws prohibiting bribes, gratuities and kickbacks.
- 2) Bids must:
- a) be submitted typed or in ink on **UNALTERED City bid forms** for bid to be considered.
 - b) be complete with required information.
 - c) be signed by an authorized representative.
 - d) be submitted in a sealed envelope, labeled with the bidder's company name, bid number and title, and due date/time.
 - e) be submitted separately and labeled as such when submitting more than one bid.
 - f) state the manufacturer BRAND/MODEL NUMBER offered on all items along with brochures and specifications.
 - g) include samples at no cost for evaluation purposes when required by the bid specifications or otherwise requested by the City.
 - h) include a request for return of samples, by the supplier, otherwise samples shall become the property of the City after

60 days. (Bidders must arrange for and absorb the cost of any sample return.)

- i) be mailed or hand delivered to:

MAIL:

City of Las Cruces

Purchasing Section

P.O. Box 20000

Las Cruces, NM 88004

HAND DELIVER:

City of Las Cruces

Purchasing Section

700 North Main, Room 3134

Las Cruces, NM 88001

- j) be received by the City Purchasing Section by the specified due date and time, and stamped by the Purchasing Section's official time clock. Late bids shall not be accepted.

3) Pricing shall:

- a) state the UNIT PRICE and EXTENDED AMOUNT for each item or service offered. UNIT PRICES GOVERN ANY ERRORS IN THE EXTENSION and shall be stated F.O.B. - Destination; Prepaid Full Freight Allowed
- b) exclude any applicable taxes.
- c) be effective for 45 days.

4) Questions:

- a) MUST be submitted in writing and either emailed, hand delivered or mailed to the attention of the Bid Clerk referencing the bid number and title.
- b) will be accepted only up to one week prior to the bid due date/time.

5) Addenda:

- a) Any changes or clarifications to bid requirements will be made via written addendum when required. Verbal understanding shall not be binding.
- b) In the event an addendum is received by a bidder after a bid is submitted, the bidder must acknowledge receipt of the addendum by notice to the Bid Clerk via email or mail.
- c) If an addendum changes a bid already submitted, a revised bid must be sent and clearly marked REVISED.
- d) Failure to acknowledge receipt of an addendum may result in the bid being non-compliant.

6) The City reserves the right to:

- a) determine responsible bidders and responsive bids.
- b) accept and award compliant bids based on the lowest:
 - i) Individual Unit Price, or
 - ii) Grouped Unit Price, or
 - iii) Lump Sum Unit Price; whichever is deemed most beneficial to the City.
- c) determine and waive minor technicalities in the bid form or requirements not affecting price, quality, quantity, or delivery of items or services sought.
- d) negotiate an extension of effective price dates.
- e) change the quantity of bid items within their effective price date.
- f) reject any or all bids partially or wholly.

7) It is the City's intent to award bids within 45 days of the bid due date.

- a) Bidders may obtain bid results by contacting the Bid Clerk at bidclerk@las-cruces.org.
- b) The contract terms/conditions resulting from this bid solicitation may be extended by the awarded contractor to other public entities in compliance with the laws and regulations of those public entities. The City is not subject to any obligation or responsibility regarding such extension.

Receipt of Addenda Nos. 1 is hereby acknowledged. (Where none received, place '0' in this space.)

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

Pricing for this bid is effective through Term of Contract (price agreements are effective for one year from date of award)

NM Tax & Revenue Department CRS # 01735040009

Current NM Public Regulatory Commission Registration # 00236802011209 (corporations only)

Current CLC Business Registration # N/A (for businesses residing with Las Cruces city limits)

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

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

Fed I.D. 34-1270056 (mandatory for all respondents)

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

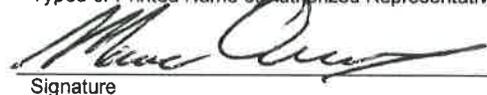
I (we) further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" as described in the Federal Register Rules and Regulations.

COMPANY NAME & ADDRESS:

Schindler Elevator Corporation
2031 Texas Ave El Paso, TX

915-544-9260
Phone
915-533-3731
Fax

Marc Owens, Branch Manager
Typed or Printed Name of Authorized Representative & Title



Signature Date

4/27/16

Marc.owens@us.schindler.com
Email

NO-BID

Please return this form only if NOT SUBMITTING a bid.

In an effort to make the procurement of the City of Las Cruces goods and services as competitive as possible, we are soliciting information from vendors who cannot bid.

Completion of this form will assist us in evaluation factors, which relate to the competitiveness of our bids. Please check any of the boxes below which apply.

- Specifications – Restrictive, unclear, specialty item, etc.
- Manufacturing – Unique item, production time for model or item has expired, etc.
- Bid Time – Insufficient time to properly bid.
- Delivery Time – Specified delivery time cannot be met.
- Payment – Delay in payment process.
- Miscellaneous – Do not wish to bid, do not handle this type of item(s), unable to compete, etc.

The intent in obtaining this information is to utilize it to adjust procedures, if appropriate and to obtain maximum participation in the competitive bid process. Vendor comments are not restricted to those items listed. Please submit any statement relative to this bid, which you feel has an impact on your ability to bid.

VENDOR STATEMENT

COMPANY NAME & ADDRESS:

TYPED OR PRINTED NAME OF AUTHORIZED REPRESENTATIVE & TITLE:

Phone

Fax

Signature

Date

Email

BID SUBMITTAL CHECK LIST

DESCRIPTION	COMMENT
Bid Form	Ensure bid is signed by representative stated on the form and completely filled out, as applicable, and especially that all addenda are acknowledged.
Resident Preference Certificate	To qualify for a 5% Resident Contractor preference, provide certificate issued by the NM Tax and Revenue Department.
Veteran Resident Preference Certificate and Business Volume Declaration form	To receive a 7%, 8%, or 10% Veteran Preference, as applicable, submit veteran certificate issued by the NM Tax and Revenue Department and Business Volume Declaration form.
Local Preference Certificate	To receive a 5% local preference, submit a current Business Certificate issued by the City of Las Cruces Community Development Department.

CITY OF LAS CRUCES
15-16-164 Elevator Maintenance Price Agreement

ITEM	DESCRIPTION	MONTHLY PRICE	ANNUAL PRICE
1	City Hall (3 Passenger, 1 Freight)	\$ 460.00	\$ 5,520.00
2	Fine Arts Museum (1)	\$ 114.00	\$ 1,368.00
3	Judicial Court Building (1)	\$ 120.00	\$ 1,440.00
4	Branigan Memorial Library (1 Passenger, 1 Freight)	\$ 215.00	\$ 2,580.00
5	Aquatic Center (1)	\$ 114.00	\$ 1,380.00
6	Rio Grande Theater (1)	\$ 80.00	\$ 960.00
7	Intermodal Transit (1 Passenger)	NA	NA

Supplemental Services:

On occasion, supplemental work not covered by this agreement may be requested. The cost shall be based on hourly rates provided by the successful Contractor.

Provide hourly rates for the following:

Type	Hourly rate
Elevator Mechanic	\$ 201.00
Team Rate	\$ 386.00
Travel overtime	\$ 236.00
Work overtime	\$ 310.00

See Attached Specifications Below

CITY OF LAS CRUCES

15-16-164 Elevator Maintenance Price Agreement

I. INTRODUCTION

The City of Las Cruces wishes to establish a Price Agreement for monthly maintenance services to City-owned passenger and freight elevators.

II. SCOPE OF SERVICES

The intent and purpose of this request for bids is to establish a contract with one qualified source to provide routine and emergency elevator maintenance services to City-owned facilities.

It is anticipated that the period of performance for this agreement will be for one (1) year from date of award, with two (2) one-year renewable options to be exercised at the discretion of the City of Las Cruces upon mutual written consent.

A pre-bid meeting will be held at the City of Las Cruces Purchasing Bid Room, located at 700 N. Main Street, Las Cruces, New Mexico, Room #3138 on April 19, 2016 at 10:00 AM. Attendance is not mandatory, but is highly recommended. Any questions or clarifications resulting from the pre-bid meeting will be answered in writing in the form of an addendum.

A site tour of City-owned buildings utilizing elevators will be conducted after the pre-bid meeting. Bidders will be escorted to each location, six (6) total, to inspect the premises and all related equipment in order to be fully aware of the scope of services required or any pre-existing conditions.

Location of elevators:

1. City Hall Building, 700 N. Main Street. Three (3) public elevators, and one (1) freight
2. Branigan Memorial Library, 200 East Picacho Street. One (1) public elevator and one (1) freight elevator.
3. Judicial Court House, 151 North Church Street. One (1) public elevator.
4. Fine Arts Museum, 490 North Water Street. One (1) public elevator.
5. Aquatic Center, 1401 E. Hadley. One (1) public elevator.
6. Rio Grande Theater, 211 Main Street. One (1) public elevator.

III. MINIMUM SPECIFICATIONS

- A. The elevator maintenance contractor (Contractor) shall furnish trained personnel, materials and equipment necessary to provide full maintenance and call-back service on the elevators listed. This service shall consist of periodic examinations of the equipment, adjustments, parts or repairs made necessary by abuse, misuse or any other causes beyond the control of the Contractor.
- B. This specification shall require the Contractor to perform all safety tests as outlined in the following standards:
 1. American National Safety Code for Elevators. ANSI, 17.1 – 1990.
 2. American National Standard Practice for the inspection of Elevators, ANSI, 17.2.
 3. National Fire Protection Association Code, NFPA.

- 4. American National Safety Standard for Existing Elevators. ANSI, A17.3.
- C. All necessary repairs or replacements due to normal use, wear and tear are to be made under this agreement for the contracted amount.
- D. Repairs and replacement parts shall be equal to or better than those provided by the original equipment manufacturer and shall be such as to maintain the original integrity of the elevator system consistent with the system's original design.
- E. All repairs shall be executed only with personnel trained and equipped to execute the work, in the safest, most efficient manner with the least interruption to the normal traffic flow in the building.
- F. The Contractor shall provide all "Out-of-Service" signs, barricades and safety equipment for the Contractor's employees assigned to the work.
- G. Re-lamp all signals as required during regular examinations.
- H. The Contractor shall regularly and systematically examine, clean, adjust, lubricate as required and if conditions warrant, repair or replace the following:
 - 1. Machine, worm gear, thrust bearings drive sheave, and drive sheave shaft bearings.
 - 2. Brake pulley, brake coil, brake stators, brake shoes/linings and component parts.
 - 3. Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings.
 - 4. Controller, selector and dispatching equipment.
 - 5. All relays, resistors, condensers and transformers.
 - 6. Contacts, leads, dashpots, timing devices.
 - 7. Steel selector tape, mechanical and electrical driving equipment.
 - 8. Governor, governor sheave, shaft assembly, bearing contacts and governor jaws.
 - 9. Deflector or secondary sheave and bearing.
 - 10. Car and counterweight buffers, car and counterweight guide rails.
 - 11. Top and bottom limit switches.
 - 12. Governor tension, sheave assembly and compensating sheave assembly.
 - 13. Counterweight and counterweight guide shoes to include rollers or gibs.
 - 14. Hoistway door interlocks and hoistway door hangers.
 - 15. Bottom door guides and auxiliary door closing device.
 - 16. Automatic power operated door operator, car door hanger, car door contact and door protective device.
 - 17. Load weighing equipment, car frame and car safety mechanism.
 - 18. Sheave bearings, drive belts and hoistway ropes.
 - 19. Hydraulic pumps, valves, pistons and oil reservoirs.
 - 20. Push buttons, indicator lamps and ventilating fans.
 - 21. Leveling devices.
- I. The Contractor shall renew wire rope as often as it is deemed necessary to maintain an adequate factor of safety and repair or replace conductor cables as needed.
- J. Work/Items not covered by this agreement
 - 1. Any components of the car enclosure including removable panels, door panels, sills, car door, plenum chambers, hung ceilings, light diffusers, light fixtures, tubes and bulbs, handrails, mirrors, car flooring and floor covering.
 - 2. Hoistway enclosures, hoistway gates, and frames.

3. Cover plates for signal fixtures and operating stations.
4. Main line power switches, breakers and feeders to controllers.
5. Emergency power plant and associated contactors.
6. The installation of new attachments as may be recommended or directed by Federal, State, Municipal or other authorities having jurisdiction.
7. The replacement of the Jack cylinder and/or casing.
8. Necessary renewals or repairs due to negligence or misuse of the equipment by anyone other than the Contractor. This does not include ordinary wear and tear.
9. Smoke and fire sensors and related control equipment not specifically a part of the elevator controls.

K. Cleaning

Contractor shall clean guide rails, overhead sheaves and beams, counterweight frames, top of cars, bottom of platforms and machine room floors shall be brushed clean. All accumulated rubbish shall be removed from the pits.

L. Inspection, Tests, Reports and Invoicing

Upon completion of services, the Contractor shall furnish a written report of each Inspection to the City of Las Cruces, Facilities Department, Attn: Building Services Manager, P.O. Box 20000, Las Cruces, NM 88004.

Report shall include the date, time, location and the type of inspection, tests, service or repair was provided. Reports shall include all parts and related hardware that were installed. All invoicing shall be submitted to said address.

M. Regular Service Hours

Regular services and scheduled repairs must be performed during normal City business hours, (8:00am to 5:00pm) Monday through Friday excluding those holidays recognized by the City.

N. Response and Repair Time Requirements

Emergency: Any condition that impedes the normal flow of traffic or can potentially negatively impact the health, safety and welfare of the public will be considered an emergency. Requests for emergency services will be called in by Building Services staff. Contractor shall provide a current list of individuals to receive emergency calls from Building Services.

Calls for service in an emergency, as defined, must be responded to in person, within 1-1/2 hours. Service will be required twenty-four (24) hours a day, seven (7) days a week, holidays included. When an individual is stranded in an elevator, response time shall be no longer than 1-1/2 hours. Repairs must be completed within one (1) business day. The response time for any call-backs shall be no longer than 1-1/2 hours and at no additional expense to the City.

O. Insurance:

Successful Bidder shall provide the following prior to award of this price agreement:

1. One million dollar (\$1,000,000) Commercial Liability Insurance with the City of Las Cruces named as additional insured.
2. One hundred thousand-dollar (\$100,000) property damage.
3. Worker's Compensation
 - \$1,000,000 - Bodily Injury: By Accident - Each Accident
 - \$1,000,000 - By Disease: Policy Limit
 - \$1,000,000 - By Disease: Each Employee

Due to renovations and other circumstances that may arise, the City reserves the right to include or exclude one or more elevators listed herein. The Contractor shall be notified in writing, when a listed elevator is to be excluded. Additional elevators may be added as needed and desired by the City. Prices for these additional elevators will be negotiated with the Contractor.

LOCAL PREFERENCE NOTICE

To receive a 5% local preference, submit a current copy of the respondent's Business Certificate issued by the City of Las Cruces Community Development Department.

NEW MEXICO RESIDENT PREFERENCE NOTICE

Pursuant to §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, as amended, a respondent who submits, within its bid or proposal documents, a copy of its resident business or resident contractor certificate issued by the New Mexico Tax and Revenue Department will qualify for preference as authorized by the statutes.

Bids or proposals submitted without the certificate issued by the New Mexico Tax and Revenue Department will not qualify for this preference.

Firms seeking this 5% preference are encouraged to apply with the New Mexico Tax and Revenue Department to receive certification as a "resident business" or "resident contractor". Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

<http://www.tax.newmexico.gov/Pages/TRD-Homepage.aspx>

NEW MEXICO RESIDENT VETERAN BUSINESS NOTICE

To receive a 7%, 8% or 10% veteran preference, as applicable, submit a Resident Veteran Business certificate issued by the New Mexico Tax & Revenue Department and the Business Volume Declaration Form (attached).

Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

<http://www.tax.newmexico.gov/Pages/TRD-Homepage.aspx>

PREFERENCE FOR RECYCLED CONTENT GOODS

Whenever specifications for supplies or materials provide bidders opportunity to offer items made with recycled content good, and, when bids are received for both recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall be deemed five percent (5%) lower than the bids actually submitted provided that the recycled materials content meets or exceeds the minimum content standards required by bid specifications. "Recycled content goods" means supplies and materials composed of a minimum of twenty-five percent (25%) of recycled materials or more as specified herein.

Schindler Plus

SCHINDLER ELEVATOR CORPORATION

2031 Texas Avenue
El Paso, TX 79901-1918
Phone: 915-544-9260
Fax: 915-533-3731

Date: May 20, 2015

Estimate Number: MOWS-9WPKTP (2015.2.1)

To:
City Of Las Cruces (MI)
P.O. Box 20000
Las Cruces, NM 88004

Building Name:
Mesilla Valley Transit

Attn: Rick Clark

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment	Application Description	Rise/Length		Capacity	Speed	Install#
				Openings				
		Mesilla Valley Intermodal Transit Termin	300 West Lohman Avenue Las Cruces, NM 88005					
1	Thyssen	Hydraulic Passenger	Passenger elevator	2F/0R		2500	125	

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") 2031 Texas Avenue, El Paso, TX 79901-1918, and **CITY OF LAS CRUCES (ML)**, P.O. Box 20000, Las Cruces, NM 88004 ("you") agree as follows:

PREVENTIVE MAINTENANCE SERVICE

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment and its usage
- Examine, lubricate, adjust, and repair/replace covered components
- Criteria for replacement of all wire ropes will be the appropriate factor of safety
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

PREVENTIVE MAINTENANCE PROGRAM

Our Preventive Maintenance Program, as described in this agreement will be performed in accordance with a maintenance schedule specific to your equipment. A Schindler technician will be assigned to you, and back up technicians are available as required to give you prompt service as required at all times. A Schindler account representative will be assigned to you, and will be your primary contact for communications regarding your agreement. Also available to you is our extensive technical support and parts inventory, at the site as needed, and local warehouses and our national Service Distribution Center available for express delivery in emergencies.

EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS

We will periodically examine, lubricate, adjust, and as needed or if usage mandates, repair, or replace the Covered Components listed below.

SC BOOKING FORM: CODE EXPLANATIONS

[28] Control Model	[28] Control Model (Cont.)		
TM2 Armor TMS200	MX Schindler Miconic VX		
SWF CEC Swift 5000	MX Schindler Miconic X		
SFF CEC Swift Futura	SWE Schindler SWE		
DMC Dover DMC	TAC2 Thyssen TAC 20		
MIC Dover Micromodernizer II	TAC5 Thyssen TAC 50		
T200 Dover T 2000	120 US 1200 MP		
T2 Dover T II	121 US 1210 MP		
T3 Dover T III	122 US 1220 MP		
T4 Dover T IV	123 US 1230 MP		
EXDN Fujitec EXDN	A10 US Ascension 1000		
FDY Fujitec Hydrodyne	A20 US Ascension 2000		
FSU Fujitec Superdyne			
KHS KONE HS	[29] Jack Bottom Type		
KST KONE ST	DBJ Double Bottom, No LifeJacket		
TM2 KONE/Armor TMS200	DLJ Double Bottom, W/LifeJacket		
TM50 KONE/Armor TMS50	GEM Gemini (Dual Jack)		
TM5 KONE/Armor TMS500	HLS Holeless		
TM7 KONE/Armor TMS700	SBJ Single Bottom, No LifeJacket		
TM9 KONE/Armor TMS900	SLJ Single Bottom, W/LifeJacket		
M21 Montgomery Miprom 21	SHL Semi-Holeless		
M210 Montgomery Miprom 2100	SRD SBJ Replaced by DBJ, No LifeJacket		
M50 Montgomery Miprom 50	SRDJ SBJ Replaced by DBJ, W/LifeJacket		
MI1 Montgomery Miprom I	[30] Insurance		
MI2 Montgomery Miprom II	STD Standard		
UNI Montgomery Uniprom	ADD Additional Insured		
MIC Other Microprocessor	OCPL Owners & Contractor's Protective Liability		
Relay Other Relay Logic	[31] Fire Service		
SS Other Solid State	M Monthly		
101 Otis Elevonic 101	S Every 6 Weeks		
301 Otis Elevonic 301	B Every 2 Months		
311 Otis Elevonic 311	Q Quarterly		
335 Otis Elevonic 335	F Every 4 Months		
401 Otis Elevonic 401	6 Every 6 Months		
411 Otis Elevonic 411	A Annual		
GEN2 Otis Gen 2	[32] Usage		
211 Otis Hydro 211	A 12-16 hours per day		
LR3 Otis LRS 3	B Under 12 hours per day		
LV1 Otis LRV 1	[33] Environment		
LV3 Otis LRV 3	N Normal		
LV4 Otis LRV 4	S Severe		
LV5 Otis LRV 5			
MRQ Otis MRQ			
MRS Otis MRS			
MRVF Otis MRVF			
300A Schindler 300A			
321A Schindler 321A			
330A Schindler 330A			
400A Schindler 400A			
500A Schindler 500A			
3300 Schindler 3300			
9300 Schindler 9300			
9300AE Schindler 9300AE			
9310 Schindler 9310			
9320 Schindler 9320			
9500 Schindler 9500			
9700 Schindler 9700			
TX-R5 Schindler Miconic TX			

HYDRAULIC ELEVATORS

Basic components: Controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; packing, drive belts, strainers, functional components of car and corridor operating stations, hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, switches, door protection devices, and alarm bells.

Major components: Exposed piping in the Machine Room & hoistway, motor, PC boards, pump unit, solid state devices, contactors, and valve rebuilds.

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.) In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, and/or valves on hydraulic equipment, are not operating correctly, therefore resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

CLEANING

We will periodically clean the machine room, car top, and pit of debris related to our work in these areas.

TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Hydraulic	Pressure/Relief Valve	Annually

Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24 /7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician. Your cab telephone will be directly programmed to dial SCSN.

You will also have access to Schindler SCORE CARD™, through Schindler's website, which gives you instant access to the performance history of your equipment covered by this Agreement.

ADDITIONAL COVERAGES

We will remotely monitor (if applicable) those functions of the Equipment described above which are remote monitoring capable. Our remote monitoring system ("SRM") will automatically notify us if any monitored component or function is operating outside established parameters. We will then communicate with you to schedule appropriate service calls. Monitoring will be performed on a 24 hour, 7 day basis and will communicate toll free with our Customer Service Network using dedicated elevator telephone service. The operation and monitoring of SRM is contingent upon availability and maintenance of dedicated elevator telephone service. You have the responsibility to install, maintain and pay for such telephone service, and to notify us at any time of any interruption of such telephone service. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

CALLBACK RESPONSE TIME

We will respond to callbacks during regular working hours within an average of 4 hours of notification, and during overtime hours within an average of 12 hours of notification, unless we are prevented from doing so by causes beyond our control.

HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services include callbacks for emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

TERM

This Agreement commences on June 01, 2015, and continues until May 31, 2025, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of \$156.00 per month, payable in annual installments of \$1,872.00, exclusive of applicable taxes, unless another payment frequency option is selected below.

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

PAYMENT OPTIONS

(1) Please select a Method of Payment:

Direct Debit 1% Discount (Attach Copy of voided check)

Credit Card 3% Addition

Visa MC AMEX

Number: _____

Expiration Date: _____

Signature: _____

Check

Other: _____

(2) Please select a Payment Frequency (Other than Annual):

Semi-Annual 1% Addition

Quarterly 3% Addition

Monthly 5% Addition

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

Marc Owens

By: Marc Owens

For: Schindler Elevator Corporation

Title: Branch Manager

Date: May 20, 2015

Accepted:

Deb Smith

By: Deb Smith

For: City Of Las Cruces (MI)

Title: Purchasing Manager

Date: 6-16-15

Approved:

Marc Owens

By: Marc Owens

Title: Branch Manager

Date: 6-16-15

APPROVED AS TO FORM:

WPS/O
City Attorney

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.
2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed pre-maintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.
3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.
4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) the full remaining amount due under this Agreement.
6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; adverse premises or environmental conditions, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.
7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:
 - (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
 - (b) Termination of the Agreement on ten (10) days prior written notice; and
 - (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.
9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/ equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.
10. You will prevent access to the Equipment, including the SRM feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SRM, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SRM output, nor for claims arising from acts or omissions of others in connection with SRM or from interruptions of telephone service to SRM regardless of cause. You agree that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.
11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.
12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:
- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
 - (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
 - (c) Auto Liability - \$5,000,000 CSL.
 - (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.
13. You hereby authorize us to produce single copies of the EPROM and/or ROM chips for each elevator subject to this Agreement for the sole purpose of archival back-up of the software embodied therein. The duplicate chip(s) for a given elevator shall be identified by serial number, or other means, and shall be stored on the building premises in a secured area in the elevator equipment room or you may retain possession. We agree that back-up chips are not for the benefit of purchase or sale, or for use in other elevator systems, and shall be used for no other purpose than the replacement of a defective or damaged chip on the particular elevator. In the event that your continued possession of the computer program should cease to be rightful, we agree that all such archival copies shall be destroyed.
14. You acknowledge that certain replacement parts, such as printed circuit boards or control related parts, may be difficult to obtain. While we do not anticipate problems or delays obtaining such parts, it may be necessary or desirable for you to order such parts directly from the original equipment manufacturer ("OEM"). You agree, in such event, to order parts promptly from the OEM, at any time and from time to time, as specified by us. We agree to reimburse you for the reasonable cost of such parts (as covered by this Agreement) promptly upon receipt from you of copies of the invoice(s) together with appropriate payment documentation.
15. Should conditions arise requiring use of the OEM diagnostic tool, we will promptly notify you. You agree, in such event, to promptly contact the OEM for diagnostic service and repair. You will be responsible for all costs related to such service and repair. You further agree that we shall not be responsible for any delays, damage, costs or claims associated with you or OEM's failure to timely provide a diagnostic tool, and you will indemnify, defend and hold us harmless from any such delays, damage, cost or claim.