

<p>ACTION SHEET ITEM FROM FINANCE COMMITTEE MEETING OF 10/19/15 FOR CITY COUNCIL MEETING OF 10/28/15</p>

ISSUE:

10. Request for Approval of Procurement Under State Price Agreement and Amended Grant Agreement – Fourteen (14) Program Vehicles for Senior Services Division; Don Chalmers Ford, Creative Bus Sales, CED/Don Chalmers and State of New Mexico Aging and Long-Term Services Department. (Ron Vialpando)

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE: 22639.570500

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	Excused		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

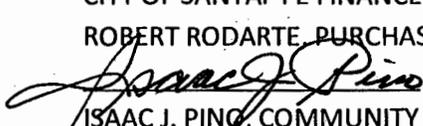
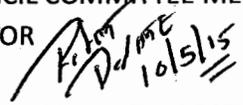
4-13-15

City of Santa Fe, New Mexico

memo

DATE: OCTOBER 5, 2015

TO: CITY OF SANTA FE FINANCE AND COUNCIL COMMITTEE MEETINGS
ROBERT RODARTE, PURCHASING DIRECTOR

VIA:  ISAAC J. PINO, COMMUNITY SERVICES DEPARTMENT DIRECTOR  10/5/15

FROM:  RON J. VIALPANDO, DIVISION OF SENIOR SERVICES DIRECTOR

SUBJECT: STATE OF NM AGING AND LONG-TERM SERVICES DEPARTMENT (ALTSD) AGREEMENT A14-1256
PROCUREMENT OF PROGRAM VEHICLES - STATE GRANT AGREEMENT A14-1256
PRICE AGREEMENT #'s 50-000-14-00033, 50-805-14-11788 and CES# 2012-003-055-006 DCH

BACKGROUND AND SUMMARY:

Please note, during the 2014 State Legislative Session the City of Santa Fe, Division of Senior Services submitted and was approved State funding to purchase and replace existing program vehicles. Grant Agreement A14-1256 in the amount of \$500,000 was reviewed and was approved during the August 26, 2015 City Council Meeting (attached). However, when in route back to the State ALTSD for their final signature their Legal Counsel (new attorney) requested to amend the language on page 16 (exhibit A) which has since been reviewed and approved by the City Attorney's office (attached Agreement A14-1256) Therefore, your approval is hereby requested once again to approve Agreement A14-1256/program vehicles with the noted changes.

Based on our 2014 State Legislative vehicle request we identified program vehicles that are in dire need of replacement due to vehicle age, condition and high mileage (some with well over 100,000 miles). With the State funding noted above we have sufficient funding to replace 14 program vehicles that provide direct services to the City of Santa Fe elders who utilize our transportation, In-Home Support and Nutrition programs (attached). Therefore, the following identifies our request to purchase vehicles needed to continue to provide the safest, most cost effective, and highest quality services to the City of Santa Fe's elderly population:

6- Ford Fusion High Hybrid Sedans	(In-Home Supt.)	@ \$22,269 each	\$133,614
6-Ford Transit 10 Passenger Vans	(Transportation)	@ \$45,208 each	\$271,248
1-Ford Paratransit Wheelchair Van	(Transportation)	@ \$52,627 each	\$ 52,627
1-Ford Medium Cargo Food Delivery Van	(Nutrition)	@ \$ 44,663 each	\$ 44,663

Total vehicle purchase cost is \$502,152 which \$500,000 is budgeted within 22639.570950 and \$2,152 from 22598.570950 has been identified for this request. The Division of Senior Services is working together with the Purchasing Officer to comply with the terms and conditions of the energy Resolutions 2017-81-85 (attached). The above noted vehicles purchase request are on the State Price Agreement and CES Contract (attached).

RECOMMENDED ACTION:

For your review and approval of the proposed Division of Senior Services program vehicle purchase request and amended agreement A14-1256.

c: Lugi Gonzales, Program Manager
Robert Chavez, Transportation Manager

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: DON CHALMERS FORD, CREATIVE BUS SALES, CES/DON CHALMERS _____

Procurement Title: SENIOR SERVICES PROGRAM VEHICLES _____

Other Methods: State Price Agreement Cooperative Sole Source Exempt Other _____

Department Requesting/Staff Member RON VIAPANDO SENIOR SERVICES DIRECTOR _____

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

- | YES | N/A | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Departments Recommendation of Award Memo addressed to Finance |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | State Price Agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contractors Exempt Letter |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | FIR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract, Agreement or Amendment |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Summary of Contracts and Agreements form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

x Ron J. Viapando, Division Director
 Department Rep Printed Name and Title

x [Signature]
 Department Rep Signature attesting that all information included

[Signature] 9/25/15
 Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

- | YES | N/A | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | State Price Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sole source Request and Determination Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contractors Exempt Letter |

*

- Purchasing Officers approval of exempt procurement
- Copies of all Sole Source submittals
- Other: _____

AWARD*

YES N/A

- Fully executed Memo to Committees from the Department with recommendation of award
- Other: _____

CONTRACT*

YES N/A

- Copy of Executed Contract
- Copy of all documentation presented to the Committees
- Finalized Council Committee Minutes
- Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

Ray J. Vialpando, Division Director
 Department Rep Printed Name and Title


 Department Rep Signature attesting that all information included

Exhibit A

STATE OF NEW MEXICO

AGING AND LONG-TERM SERVICES DEPARTMENT

FUND 89200 CAPITAL OUTLAY APPROPRIATION PROJECT

AMENDED GRANT AGREEMENT A14-1256

Page 16 Changes

SANTA FE CITYWIDE SENIOR CENTER VEHICLES

CITY OF SANTA FE

**EXHIBIT 3
ALTSD CAPITAL OUTLAY
SPECIAL GRANT CONDITIONS**

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) Exhibit 3 is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, as applicable.), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY2014 audit. The Special Conditions identified below apply to grantee, the City of Santa Fe.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

The City of Santa Fe was required to, and has provided sufficient documentation regarding Budget, as referenced in the City of Santa Fe's 2014 Audit file. Therefore, the criteria to enter into this agreement have been met.



EXHIBIT 3
ALTSD CAPITAL OUTLAY
SPECIAL GRANT CONDITIONS

This Capital Outlay Special Grant Conditions **Exhibit 3** is necessary because the Grantee or Fiscal Agent for Grantee had material weaknesses, significant deficiencies, or findings that raised concerns as to your ability to expend grant funds in accordance with applicable law in your organization's FY13 audit. The special condition(s) is/are as follows:

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

The Grantee or Fiscal Agent for Grantee will not be allowed to proceed with the expenditure of funds until each of these conditions is met to the satisfaction of ALTSD. The Grantee or Fiscal Agent for Grantee must provide the requested documentation with submission of the signed agreement. The Grantee or Fiscal Agent for Grantee will receive formal notification from ALTSD that each special condition has been met. ALTSD will not fully execute this agreement until each of the identified requirements is completed. Any costs incurred by the Grantee or Fiscal Agent for Grantee in pursuit of satisfying these special grant conditions are the sole responsibility of the Grantee or Fiscal agent for Grantee. Any costs incurred by the Grantee or Fiscal Agent toward pursuit of purchases or contracts for the project prior to receiving formal notification from ALTSD that each special grant condition has been remedied to ALTSD's satisfaction and that the Agreement has been executed and is in effect, shall be the sole responsibility of the Grantee or Fiscal Agent for Grantee who incurred such costs prematurely.

Original Agreement :
Approved during the
CC mtg. 8.26.2015



STATE OF NEW MEXICO

AGING AND LONG-TERM SERVICES DEPARTMENT

FUND 89200 CAPITAL OUTLAY APPROPRIATION PROJECT

AMENDED GRANT AGREEMENT A14-1256

\$500,000

SANTA FE CITYWIDE SENIOR CENTER VEHICLES

CITY OF SANTA FE

**STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2015, by and between the Aging and Long-Term Services Department, P.O. Box 27118, New Mexico, 87502-7118, hereinafter called the "Department" or abbreviation such as "ALTSD", and the City of Santa Fe, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2014, Chapter 65, Section 10, Subsection 10A, Paragraph 157, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law,

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows and is further described in Exhibit 4, Project Description. Grantee agrees to expend the funds in accordance with the Project Description:

A14-1256 \$500,000 APPROPRIATION REVERSION DATE: June 30, 2018
Laws of 2014, Chapter 65, Section 10, Subsection 10A, Paragraph 157, five hundred thousand dollars (\$500,000), to purchase and equip vehicles for senior centers citywide in Santa Fe in Santa Fe County.

The Grantee's total reimbursements shall not exceed the appropriation amount five hundred thousand dollars (\$500,000), (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, (\$0), which equals (\$500,000), (the "Adjusted Appropriation Amount").

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private Grantee or Fiscal Agent for Grantee, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity or Fiscal Agent for Grantee (if any) in accordance with law; or
 - b. if no oversight entity or Fiscal Agent for Grantee is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
- (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
 - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee:	City of Santa Fe	City of Santa Fe
Name:	Javier Gonzales	Ron Vialpando
Title:	Mayor	Director, Division of Sr Svcs
Address:	P.O. Box 909, Santa Fe, NM 87504-0909	1121 Alto St., Santa Fe, NM 87504
Email:	jmgonzales@santafenm.gov	rjvialpando@santafenm.gov
Telephone:	505-955-6590	505-955-4710

Department: Aging and Long-Term Services Department
Name: Rebecca Martinez
Title: Capital Projects Bureau Chief
Address: P.O. Box 27118, Santa Fe, NM 87502-7118
Email: rebeccas.martinez@state.nm.us
Telephone: 505-476-4768
FAX: 505-476-4836

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2018** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: de-authorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Paper Monthly Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Monthly Reports for the Project. Paper Monthly Reports shall be submitted on a form prescribed by the Department. The Paper Monthly and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Monthly Report format or content.

The Paper Monthly Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Monthly and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report monthly and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to

report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions, see Exhibit 3, imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
 - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, and written approval.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under

this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all sub awards, including subcontracts, loans and cooperative agreements. All sub recipients shall be required to certify accordingly.

**ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS;
PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the

total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and ALTSD concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 3. impose special grant conditions, see Exhibit 3, to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

**ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND
PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By: _____
ALTSD Cabinet Secretary

Date: _____

By: _____
ALTSD Legal Counsel—Certifying Legal Sufficiency

Date: _____

By: _____
ALTSD Chief Financial Officer

Date: _____



EXHIBIT 1
ALTSD CAPITAL OUTLAY GRANT
MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT

MONTHLY REPORT PROJECT TITLE: _____ PAY REQUEST NO. _____
(Due on the last day of the month)

Grantee: _____ Grant Number: _____ Reporting Period: _____ DATE: _____
 Grant Expiration Date: _____
 Address: _____ City _____ State _____ Zip _____ Preparer's Name & Phone Number: _____

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

- Bonds Sold Plan / Design Bld Documents Construction/Improvements/Renovation in Process
 Purchase in Process Substantial Completion Project Complete Other (Please specify in narrative section)

Provide a project update and the anticipated timeline for commencement and completion for each phase. (Attach extra sheet if needed)

REQUEST FOR PAYMENT

VENDOR INVOICE DETAIL (Attach extra sheet if needed)

Grant Amount: _____
 AIPP Amount (if applicable) _____
 Funds Requested to Date: _____
 Amount Requested This Payment: _____
 Grant Balance: _____

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
Amount Requested This Payment:			

FINAL REPORT
 Fiscal Year Expenditure Period Ending
 (check one)
 (Jan-Jun) (Jul-Dec)
 Fiscal Year _____

- MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.
- FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/ regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.
- PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Grantee Fiscal Officer Signature & Printed Name _____ Grantee Representative Signature & Printed Name (Preparer) _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 201__.
 Notary Public: _____
 My Commission Expires: _____

STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

ALTSD Accounting Manager _____ Date _____ ALTSD Capital Outlay Bureau Chief _____ Date _____
 Vendor Code: _____ Fund No: _____ BudRef: _____ Class Code: _____

SBOF DRAW INFORMATION: Warrant # _____ Amount of Request: _____ Date: _____ Initials: _____

EXHIBIT 2
STATE OF NEW MEXICO - CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

DATE: _____
TO: Department Representative: _____
FROM: Grantee Representative: _____
Signature
Chief Procurement Officer: _____
Signature
SUBJECT: Notice of Obligation to Reimburse¹ Grantee, Project Number: _____

As the designated representative of the Grantee, I certify that the following third party obligation executed, in writing, by the third party's authorized representative is in accordance with the NM State Procurement Code NMSA 13-1-30 or Local Procurement Code (if applicable); in addition, all indirect costs², as defined by NM State Board of Finance are **NOT** included.

As the designated representative of the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative.

Third Party Obligation (includes purchase orders and contract) #: _____
Vendor or Contractor: _____
Third Party Obligation Amount: _____
Termination Date: _____

I certify that the State is issuing this Notice of Obligation to Reimburse¹ Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement Article X - Project Conditions and Restrictions: Representations and Warranties.

Grant Amount adjusted for AIPP if applicable: _____
The Amount of this Notice of Obligation to Reimburse: _____
The Total Amount of all Previously Issued Notices of Obligation: _____
The Total Amount of all Notices of Obligation to Reimburse as of this Date: _____

Department Representative: _____
Title: _____
Signature: _____ Date: _____

¹ "Reimburse" as used throughout this Notice of Obligation to Reimburse includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of the Grant Agreement and are a valid liability of the Grantee.

² Indirect Cost - generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

EXHIBIT 3
ALTSD CAPITAL OUTLAY
SPECIAL GRANT CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit 3** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, as applicable.), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY2014 audit. The Special Conditions identified below apply to grantee, the City of Santa Fe.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

The City of Santa Fe was required to, and has provided sufficient documentation regarding Budget, as referenced in the City of Santa Fe's 2014 Audit file. Therefore, the criteria to enter into this agreement have been met.

EXHIBIT 4
ALTSO CAPITAL OUTLAY
PROJECT DESCRIPTION
SCOPE OF WORK (SOW)

Laws of 2014, Chapter 65, Section 10, Subsection 10A, Paragraph 157 - \$500,000 to purchase and equip vehicles for senior centers citywide in Santa Fe in Santa Fe County.

- 1. Name of Grantee/ Fiscal Agent: CITY OF SANTA FE**
- 2. Project Title: SANTA FE CITYWIDE SENIOR CENTERS- VEHICLE**
- 3. Grant Agreement Number: A14-1256**
- 4. Background Narrative:** This project came about as a result of constant wear and tear, high mileage, and old age of the existing fleet of vehicles. The City of Santa Fe, Division of Senior Services, is in need of replacing program vehicles for our Nutrition and In-Home Support Services. Many of the vehicles have more than 100,000 miles on them and because of the high cost to maintain repairs, are in need of being replaced. In total, there is the need to replace 15 vehicles including one disability-accessible van, six 15 passenger vans, and nine program vehicles which are Sedans, all of which are used for in-home support services. There are approximately 10,000 clients registered with the programs overseen by the City of Santa Fe. These programs are all funded in relationship to the Older Americans Act Title III programs and include provision of nutrition services, congregate and home-delivered meals, services provided by home-makers who go into the community to provide care for approximately 120 clients with caregivers, transportation, volunteer services, and the operation of the federal Grandparents Raising Grandchildren program. There are a total of five senior centers in Santa Fe with 70 city employees. Every year, the Division of Senior Services receives approximately \$2.3 million provided by the city of Santa Fe and \$1.4 million provided by state and federal dollars for the programs. However, while the city of Santa Fe has assisted with donation of vehicles and equipment in the past, the scope is not nearly large enough for the replacement of all vehicles utilized by the City's Division of Senior Services.
- 5. Work Plan:** The funds will be used to purchase a variety of vehicles, as detailed above. The project is projected to begin in September 2015 and be completed by June 2016. As stated in the proposal, the projected total cost is \$500,000; individual bids were obtained for each vehicle through the State Price Agreement involving companies that are a part of this process. Following the purchase of new vehicles, old vehicles will be sent to the Purchasing Office with the City of Santa Fe to be sold through a public auction. All of the funds generated through the auction will be used to fund Senior Services programs. Although the City of Santa Fe cannot offer direct contributions or matching funds for the project at this time, the city does provide in-kind and general repairs and maintenances for all funded equipment, including full-servicing of vehicles every 3,000 miles. The purpose of this project is to maintain the existing level of services provided to the clientele. While the population of clientele continues to grow at a

steady level in the City of Santa Fe, current operating dollars for Senior Services programs are limited. Capital outlay award funds will be utilized to replace existing fleet of vehicles in order to continue providing existing services for the elderly. Thus, deliverables of this project include continuing provision of services, elimination of vehicle breakdowns which will enhance clientele safety, increased efficiency of transportation and trips, and reduced insurance premiums. Thus, support to invest in a new fleet of vehicles will help us to maximize the delivery of our programs and services to our clientele.

6. Budget Detail:

Project Cost Activities <i>(These are only examples. Insert activities specific to the proposed project.)</i>	Other Funds	State Funds
Vehicle Purchase		\$500,000
Other Costs (specify)		
Totals		\$500,000

- 7. Performance Measures:** Funds will be used to purchase a new fleet of vehicles, including one disability-accessible van. The City of Santa Fe, Division of Senior Services, oversees five senior centers which provide approximately 145,000 home-delivered meals each year, to give an example related to the Nutrition program. Therefore, the investment in the fleet of vehicles is vital to the success of all programs. Director of Senior Services Ron Vialpando will oversee the process and fill out all administrative documents in order to comply with federal, state, and local compliance with Americans with Disabilities Act standards and ensure that at least 50% of the functioning vehicles at the senior center are disability-accessible, as outlined by the Older Americans Act, which will happen as a result of this project. The City of Santa Fe's Purchasing office will oversee all transactions and each site program manager will also oversee maintenance and necessary repairs for the vehicles for their centers. While the importance of a good transportation system for our senior participants cannot be put into words, outcomes can be measured through the maintenance of a daily transportation log, number of rides given to senior participants, the number of clientele who utilize the wheelchair lift on a daily basis, and the number of meals delivered to homebound participants. The City of Santa Fe has also committed to conducting regular inspection and maintenance of the new vehicles so that they will last 10 years or 100,000 miles.
- 8. Results Expected:** As discussed earlier, the City of Santa Fe, Division of Senior Services, oversees all Senior Services Programs operated by the city which affect approximately 10,000 clients registered with the programs at five senior centers in the city, including nutrition services, congregate and home-delivered meals, home-maker services, transportation, volunteer services, and more. As a result of the growing population of clientele within the City of Santa Fe, funding of this project will ensure that the Division of Senior Services can continue

providing quality services to both current and future seniors and also their family members and caregivers. Results expected from this project include hot, nutritious meals to those in need in both congregate setting and home-bound independently which will also allow them to socialize with peers and friends, enabling healthy aging and well-being and allowing seniors to continue to remain living at home with dignity. In addition, funding in this project will result in reduced liability, fewer repairs on current vehicles, and a greater generation of cost savings for the City of Santa Fe, who ultimately provide these in-kind services.

9.

Time Frame/ Milestones:	
RFP/SOW Release	September 2015
Bid Closing	September 2015
Bid Award to Contractor/Vendor	October 2015
Purchase/Install Vehicles	December 2015
Project Completion & Review	December 2015
Submit <u>Request for Payment</u> Form and Supporting Documents to ALTSD/Capital Projects Bureau Project Closure/Archives Complete	June 2016

10. Responsible Staff (include Project Manager and Fiscal Contact):

Name: Ron J. Vialpando
 Title: Director of Division of Senior Services
 Address: 1121 Alto Street, Santa Fe, NM 87504-0909
 Email: rjvialpando@santafenm.gov
 Phone: 505-955-4710

Name: Shirley Coca-Barela
 Title: Financial Analyst
 Address: 200 Lincoln Street, Santa Fe, NM 87501
 Email: sicoca-barela@santafenm.gov
 Phone: 505-955-6170

NOTICE: The Grant Application, if approved for funding by the ALTSD, and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

 KAB 10/5/15
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR S. RODRIGUEZ, FINANCE
DEPARTMENT DIRECTOR

 22639.570950
BUSINESS UNIT/LINE ITEM

STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL OUTLAY APPROPRIATION PROJECT

Reviewed and Approved on August 20, 2015

GRANT AGREEMENT A14-1256

\$500,000

SANTA FE CITYWIDE SENIOR CENTER VEHICLES

CITY OF SANTA FE

ITEM # 15-0862

**STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2015, by and between the Aging and Long-Term Services Department, P.O. Box 27118, New Mexico, 87502-7118, hereinafter called the "Department" or abbreviation such as "ALTSD", and the City of Santa Fe, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2014, Chapter 65, Section 10, Subsection 10A, Paragraph 157, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows and is further described in Exhibit 4, Project Description. Grantee agrees to expend the funds in accordance with the Project Description:

A14-1256 \$500,000 APPROPRIATION REVERSION DATE: June 30, 2018
Laws of 2014, Chapter 65, Section 10, Subsection 10A, Paragraph 157, five hundred thousand dollars (\$500,000), to purchase and equip vehicles for senior centers citywide in Santa Fe in Santa Fe County.

The Grantee's total reimbursements shall not exceed the appropriation amount five hundred thousand dollars (\$500,000), (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, (\$0), which equals (\$500,000), (the "Adjusted Appropriation Amount").

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private Grantee or Fiscal Agent for Grantee, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity or Fiscal Agent for Grantee (if any) in accordance with law; or
 - b. if no oversight entity or Fiscal Agent for Grantee is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
 - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Javier Gonzales
Title: Mayor
Address: P.O. Box 909, Santa Fe, NM 87504-0909
Email: jmgonzlaes@santafenm.gov
Telephone: 505-955-6590

Department: Aging and Long-Term Services Department
Name: Rebecca Martinez
Title: Capital Projects Bureau Chief
Address: P.O. Box 27118, Santa Fe, NM 87502-7118
Email: rebeccas.martinez@state.nm.us
Telephone: 505-476-4768
FAX: 505-476-4836

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2018** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: de-authorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Paper Monthly Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Monthly Reports for the Project. Paper Monthly Reports shall be submitted on a form prescribed by the Department. The Paper Monthly and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Monthly Report format or content.

The Paper Monthly Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Monthly and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report monthly and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to

report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions, see Exhibit 3, imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
 - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, and written approval.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under

this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all sub awards, including subcontracts, loans and cooperative agreements. All sub recipients shall be required to certify accordingly.

**ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS;
PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the

total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and ALTSD concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 3. impose special grant conditions, see Exhibit 3, to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

**ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND
PROJECT CLAUSES**

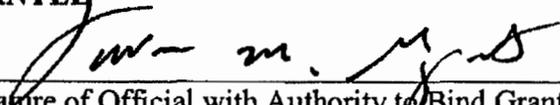
A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE



Signature of Official with Authority to Bind Grantee

By: Javier M. Gonzales
(Type or Print Name)

Its: Mayor
(Type or Print Title)

9-1-15

Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By: _____
ALTSD Cabinet Secretary

Date: _____

By: _____
ALTSD Legal Counsel—Certifying Legal Sufficiency

Date: _____

By: _____
ALTSD Chief Financial Officer

Date: _____



DATE: _____

TO: Department Representative: _____

FROM: Grantee Representative: _____

Signature

Chief Procurement Officer: _____

Signature

SUBJECT: Notice of Obligation to Reimburse¹ Grantee, Project Number: _____

As the designated representative of the Grantee, I certify that the following third party obligation executed, in writing, by the third party's authorized representative is in accordance with the NM State Procurement Code NMSA 13-1-30 or Local Procurement Code (if applicable); in addition, all indirect costs², as defined by NM State Board of Finance are NOT included.

As the designated representative of the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative.

Third Party Obligation (includes purchase orders and contract) #: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Termination Date: _____

I certify that the State is issuing this Notice of Obligation to Reimburse¹ Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement Article X – Project Conditions and Restrictions: Representations and Warranties.

Grant Amount adjusted for AIPP if applicable: _____

The Amount of this Notice of Obligation to Reimburse: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Reimburse as of this Date: _____

Department Representative: _____

Title: _____

Signature: _____ Date: _____

¹/ "Reimburse" as used throughout this Notice of Obligation to Reimburse includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of the Grant Agreement and are a valid liability of the Grantee.

²/ Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

EXHIBIT 3
ALTSD CAPITAL OUTLAY
SPECIAL GRANT CONDITIONS

This Capital Outlay Special Grant Conditions **Exhibit 3** is necessary because the Grantee or Fiscal Agent for Grantee had material weaknesses, significant deficiencies, or findings that raised concerns as to your ability to expend grant funds in accordance with applicable law in your organization's FY13 audit. The special condition(s) is/are as follows:

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

The Grantee or Fiscal Agent for Grantee will not be allowed to proceed with the expenditure of funds until each of these conditions is met to the satisfaction of ALTSD. The Grantee or Fiscal Agent for Grantee must provide the requested documentation with submission of the signed agreement. The Grantee or Fiscal Agent for Grantee will receive formal notification from ALTSD that each special condition has been met. ALTSD will not fully execute this agreement until each of the identified requirements is completed. Any costs incurred by the Grantee or Fiscal Agent for Grantee in pursuit of satisfying these special grant conditions are the sole responsibility of the Grantee or Fiscal agent for Grantee. Any costs incurred by the Grantee or Fiscal Agent toward pursuit of purchases or contracts for the project prior to receiving formal notification from ALTSD that each special grant condition has been remedied to ALTSD's satisfaction and that the Agreement has been executed and is in effect, shall be the sole responsibility of the Grantee or Fiscal Agent for Grantee who incurred such costs prematurely.



Laws of 2014, Chapter 65, Section 10, Subsection 10A, Paragraph 157 - \$500,000 to purchase and equip vehicles for senior centers citywide in Santa Fe in Santa Fe County.

1. **Name of Grantee/ Fiscal Agent:** CITY OF SANTA FE
2. **Project Title:** SANTA FE CITYWIDE SENIOR CENTERS- VEHICLE
3. **Grant Agreement Number:** A14-1256
4. **Background Narrative:** This project came about as a result of constant wear and tear, high mileage, and old age of the existing fleet of vehicles. The City of Santa Fe, Division of Senior Services, is in need of replacing program vehicles for our Nutrition and In-Home Support Services. Many of the vehicles have more than 100,000 miles on them and because of the high cost to maintain repairs, are in need of being replaced. In total, there is the need to replace 15 vehicles including one disability-accessible van, six 15 passenger vans, and nine program vehicles which are Sedans, all of which are used for in-home support services. There are approximately 10,000 clients registered with the programs overseen by the City of Santa Fe. These programs are all funded in relationship to the Older Americans Act Title III programs and include provision of nutrition services, congregate and home-delivered meals, services provided by home-makers who go into the community to provide care for approximately 120 clients with caregivers, transportation, volunteer services, and the operation of the federal Grandparents Raising Grandchildren program. There are a total of five senior centers in Santa Fe with 70 city employees. Every year, the Division of Senior Services receives approximately \$2.3 million provided by the city of Santa Fe and \$1.4 million provided by state and federal dollars for the programs. However, while the city of Santa Fe has assisted with donation of vehicles and equipment in the past, the scope is not nearly large enough for the replacement of all vehicles utilized by the City's Division of Senior Services.
5. **Work Plan:** The funds will be used to purchase a variety of vehicles, as detailed above. The project is projected to begin in September 2015 and be completed by June 2016. As stated in the proposal, the projected total cost is \$500,000; individual bids were obtained for each vehicle through the State Price Agreement involving companies that are a part of this process. Following the purchase of new vehicles, old vehicles will be sent to the Purchasing Office with the City of Santa Fe to be sold through a public auction. All of the funds generated through the auction will be used to fund Senior Services programs. Although the City of Santa Fe cannot offer direct contributions or matching funds for the project at this time, the city does provide in-kind and general repairs and maintenances for all funded equipment, including full-servicing of vehicles every 3,000 miles. The purpose of this project is to maintain the existing level of services provided to the clientele. While the population of clientele continues to grow at a

steady level in the City of Santa Fe, current operating dollars for Senior Services programs are limited. Capital outlay award funds will be utilized to replace existing fleet of vehicles in order to continue providing existing services for the elderly. Thus, deliverables of this project include continuing provision of services, elimination of vehicle breakdowns which will enhance clientele safety, increased efficiency of transportation and trips, and reduced insurance premiums. Thus, support to invest in a new fleet of vehicles will help us to maximize the delivery of our programs and services to our clientele.

6. Budget Detail:

Project Cost Activities <i>(These are only examples. Insert activities specific to the proposed project.)</i>	Other Funds	State Funds
Vehicle Purchase		\$500,000
Other Costs (specify)		
Totals		\$500,000

7. Performance Measures: Funds will be used to purchase a new fleet of vehicles, including one disability-accessible van. The City of Santa Fe, Division of Senior Services, oversees five senior centers which provide approximately 145,000 home-delivered meals each year, to give an example related to the Nutrition program. Therefore, the investment in the fleet of vehicles is vital to the success of all programs. Director of Senior Services Ron Vialpando will oversee the process and fill out all administrative documents in order to comply with federal, state, and local compliance with Americans with Disabilities Act standards and ensure that at least 50% of the functioning vehicles at the senior center are disability-accessible, as outlined by the Older Americans Act, which will happen as a result of this project. The City of Santa Fe's Purchasing office will oversee all transactions and each site program manager will also oversee maintenance and necessary repairs for the vehicles for their centers. While the importance of a good transportation system for our senior participants cannot be put into words, outcomes can be measured through the maintenance of a daily transportation log, number of rides given to senior participants, the number of clientele who utilize the wheelchair lift on a daily basis, and the number of meals delivered to homebound participants. The City of Santa Fe has also committed to conducting regular inspection and maintenance of the new vehicles so that they will last 10 years or 100,000 miles.

8. Results Expected: As discussed earlier, the City of Santa Fe, Division of Senior Services, oversees all Senior Services Programs operated by the city which affect approximately 10,000 clients registered with the programs at five senior centers in the city, including nutrition services, congregate and home-delivered meals, home-maker services, transportation, volunteer services, and more. As a result of the growing population of clientele within the City of Santa Fe, funding of this project will ensure that the Division of Senior Services can continue

providing quality services to both current and future seniors and also their family members and caregivers. Results expected from this project include hot, nutritious meals to those in need in both congregate setting and home-bound independently which will also allow them to socialize with peers and friends, enabling healthy aging and well-being and allowing seniors to continue to remain living at home with dignity. In addition, funding in this project will result in reduced liability, fewer repairs on current vehicles, and a greater generation of cost savings for the City of Santa Fe, who ultimately provide these in-kind services.

9.

Time Frame/ Milestones:	
RFP/SOW Release	September 2015
Bid Closing	September 2015
Bid Award to Contractor/Vendor	October 2015
Purchase/Install Vehicles	December 2015
Project Completion & Review	December 2015
Submit <u>Request for Payment</u> Form and Supporting Documents to ALTSD/Capital Projects Bureau Project Closure/Archives Complete	June 2016

10. Responsible Staff (include Project Manager and Fiscal Contact):

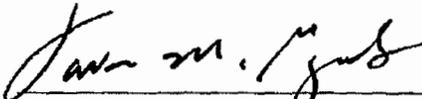
Name: Ron J. Vialpando
 Title: Director of Division of Senior Services
 Address: 1121 Alto Street, Santa Fe, NM 87504-0909
 Email: rjvialpando@santafenm.gov
 Phone: 505-955-4710

Name: Shirley Coca-Barela
 Title: Financial Analyst
 Address: 200 Lincoln Street, Santa Fe, NM 87501
 Email: sicoca-barela@santafenm.gov
 Phone: 505-955-6170

NOTICE: The Grant Application, if approved for funding by the ALTSD, and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:



JAVIER M. GONZALES, MAYOR

DATE: 9-1-15

ATTEST:



YOLANDA Y. VIGIL
CITY CLERK
cc mtg. 8/26/15

APPROVED AS TO FORM:

 7/20

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 8-28-2015

OSCAR S. RODRIGUEZ, FINANCE
DEPARTMENT DIRECTOR

22639.570950

BUSINESS UNIT/LINE ITEM



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 Procurement History: TERMINATION DATE JULY 30, 2018
example: (First year of 4 year contract)

7 Funding Source: STATE FUNDS BU/Line Item: 22639,570950

8 Any out-of-the ordinary or unusual issues or concerns:
N/A
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: RON J. VIALPANDO
Phone # 955-4710

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

- 1 FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT
- 2 Name of Contractor STATE OF NM AGING AND LONG-TERM SERVICES DEPT.
FUND 89200 CAPITAL OUTLAY APPROPRIATION PROJECT
- 3 Complete information requested Plus GRT
- Original Contract Amount: AGREEMENT A14-1256
\$ 500,000 Inclusive of GRT
- Termination Date: JULY 30, 2018
- Approved by Council Date: _____
- or by City Manager Date: _____

Contract is for: PURCHASE CITYWIDE SENIOR PROGRAM VEHICLES

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

- 4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT
- Inclusive of GRT

Amount \$ 500,000 of original Contract# A14-1256 Termination Date: JULY 30, 2018

Reason: PURCHASE CITYWIDE SENIOR PROGRAM VEHICLES

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____

CITY OF SANTA FE
DIVISION OF SENIOR SERVICES
REPLACEMENT VEHICLES
PROGRAM VEHICLES
SCHEDULED FOR DISPOSAL

City of Santa Fe Division of Senior Services
Proposed Vehicle Replacement List
Program Vehicles Scheduled for Disposal

Year	Make	Fixed Asset Number	Model	Odometer Reading	Condition (Excellent, Good, Fair or Poor)	VIN no.	Purchase Date	Fund Source(s) and Percentages	Acquired Date	Cost	Accumulated Depreciation As of 06/30/2013	Ownership (if other than Program)	Location *	Attachment #
1999	Ford	27045	Taurus Wagon	99949	Poor	1FAFP38U2XG174752	1999	City General Fund	01/20/1999	15,951.00	(15,951.00)	City of Santa Fe	MEG	F/A
1999	Ford	27047	Taurus Wagon	100277	Poor	1FAFP38U2XG174796	1999	City General Fund	01/20/1999	15,951.00	(15,951.00)	City of Santa Fe	MEG	F/A
2000	Ford	28281	Taurus Sedan	109089	Poor	1FAFP5225YG171370	2000	Chap. 87, 1998	03/14/2000	14,505.00	(14,505.00)	City of Santa Fe	MEG	F/A
2000	Ford	28499	Taurus Sedan	982116	Poor	1FAFP5226YG245007	2000	Chap. 87, 1998	06/29/2000	14,505.00	(14,505.00)	City of Santa Fe	MEG	FA
2002	Chevy	50440	Cargo Van/Driver	98197	Poor	1GCGG23R721170818	2002	Chap. 87, 1998	02/18/2002	15,145.00	(15,145.00)	City of Santa Fe	MEG	F/A
2003	Chevy	51079	15 Passenger	129355	Poor	1GAHG394031223944	2003	Chap. 93, 2002	06/10/2003	22,213.00	(22,213.00)	City of Santa Fe	MEG	F/A
2003	Chevy	51082	15 Passenger	123945	Poor	1GAHG394331223601	2003	Chap. 93, 2002	06/10/2003	22,213.00	(22,213.00)	City of Santa Fe	MEG	F/A
2003	Dodge	51502	Stratus Sedan	93782	Poor	1BBEL36T24N195660	2003	Chap. 93, 2002	06/11/2003	14,017.00	(14,017.00)	City of Santa Fe	MEG	F/A
2003	Dodge	51504	Stratus Sedan	113332	Poor	1BBEL36T64N195662	2003	Chap. 93, 2002	06/11/2003	14,017.00	(14,017.00)	City of Santa Fe	MEG	F/A
2004	Ford	52060	Wheelchair	116705	Poor	1FTSS34L84HB29488	2004	Chap. 126, 2004	09/28/2004	31,129.00	(31,129.00)	City of Santa Fe	MEG	F/A
2008	Ford	52730	15 Passenger	102030	Poor	1FBSS31L480A49451	2008	Chap. 42, 2007	12/19/2007	21,670.00	(15,120.15)	City of Santa Fe	MEG	F/A
2008	Ford	52732	15 Passenger	105001	Poor	1FBSS31L68DA49452	2008	Chap. 42, 2007	12/19/2007	21,670.00	(15,120.15)	City of Santa Fe	MEG	F/A
2009	Ford	53994	15 Passenger	107000	Poor	1FBSS31L59DA42946	2009	Chap. 92 2008	03/04/2009	22,455.00	(12,165.69)	City of Santa Fe	MEG	F/A
2009	Ford	53995	15 Passenger	100076	Poor	1FBSS31LX9DA42943	2009	Chap. 92 2008	03/04/2009	22,455.00	(12,165.69)	City of Santa Fe	MEG	F/A

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2014-81

DIRECTING STAFF, WHEN ACQUIRING FUEL POWERED EQUIPMENT, INCLUDING VEHICLES, TO BALANCE THE COST OF THE CITY'S NEEDS WITH THAT OF PRODUCING THE LOWEST CARBON FOOTPRINT THE CITY WOULD CREATE WHEN USING SUCH EQUIPMENT.

RESOLUTION NO.2014-85

DECLARING THE GOVERNING BODY'S INTENT FOR THE CITY OF SANTA FE TO BECOME CARBON, NEUTRAL BY THE YEAR 2040.

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2014-81

INTRODUCED BY:

- Councilor Peter Ives
- Councilor Signe Lindell
- Councilor Patti Bushee

A RESOLUTION

DIRECTING STAFF, WHEN ACQUIRING FUEL POWERED EQUIPMENT, INCLUDING VEHICLES, TO BALANCE THE COST OF THE CITY'S NEEDS WITH THAT OF PRODUCING THE LOWEST CARBON FOOTPRINT THE CITY WOULD CREATE WHEN USING SUCH EQUIPMENT.

WHEREAS, the City of Santa Fe is proud of its cultural and historical significance among North American Communities; and

WHEREAS, the City of Santa Fe has passed Resolution No. 2006-55 supporting the efforts to reduce greenhouse gas emissions by 2030; and

WHEREAS, the City of Santa Fe has passed Resolution No. 2006-127 which called for a City government-wide effort to reduce energy and telecommunication needs; and

WHEREAS, the City of Santa Fe has passed Resolution No. 2008-57 to reduce the City of Santa Fe's "carbon footprint"; and

WHEREAS, reducing community-wide greenhouse gas emissions, especially from the transportation sector, can have a positive impact on local air quality and result in a healthier

1 community; and

2 **WHEREAS**, the Governing Body desires for the City, when acquiring fuel powered
3 equipment, including vehicles, to balance the cost of the City's needs with that of producing the
4 lowest carbon footprint the City would create when using such equipment.

5 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
6 **CITY OF SANTA FE** that the Governing Body directs staff, when acquiring fuel powered
7 equipment, including vehicles, to balance the cost of the City's needs with that of producing the
8 lowest carbon footprint the City would create when using such equipment.

9 **BE IT FURTHER RESOLVED** that:

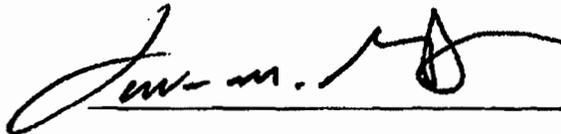
- 10 1. The City's Energy Specialist and Finance Department are directed to establish City motor
11 pools at the following locations:
- 12 • City Hall/ Tourism Santa Fe Market Station
 - 13 • Siringo Road Complex
 - 14 • Siler Road Complex
- 15 2. The City's Renewable Planner shall investigate the possibility of purchasing or leasing
16 electric vehicles as part of the City's fleet and such vehicles will be part of the new motor
17 pools.

18 **PASSED, APPROVED AND ADOPTED** this 8th of October, 2014.

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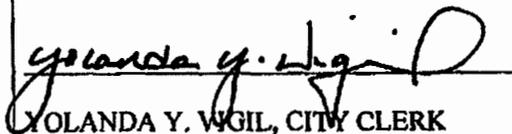
JAVIER M. GONZALES, MAYOR

22 **ATTEST:**

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YOLANDA Y. WGILL, CITY CLERK

1 APPROVED AS TO FORM:

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Kelley A. Brennan

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KELLEY A. BRENNAN, CITY ATTORNEY

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M/Melissa/Resolutions 2014/2014-81 Carbon Footprint - lowest

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2014-85

INTRODUCED BY:

Councilor Peter Ives

A RESOLUTION

**DECLARING THE GOVERNING BODY'S INTENT FOR THE CITY OF SANTA FE TO
BECOME CARBON NEUTRAL BY THE YEAR 2040.**

**WHEREAS, the City of Santa Fe is committed to protecting the long-term health and
viability of our community through strategies designed to reduce greenhouse gas emissions and
mitigate the effects of climate change; and**

**WHEREAS, the City of Santa Fe is proud of its cultural and historical significance among
North American Communities; and**

**WHEREAS, the Governing Body, through the adoption of Resolution No. 2006-55,
supported efforts to reduce greenhouse gas emissions by 2030; and**

**WHEREAS, the Governing Body, through the adoption of Resolution No. 2006-127, called
for a City government-wide effort to reduce energy and telecommunication needs; and**

**WHEREAS, the Governing Body, through the adoption of Resolution No. 2008-57, the
Governing Body declared its intention of reduce the carbon footprint of City government on the
environment by a total of twenty percent (20%) within five years; and**

1 **WHEREAS**, reducing community-wide greenhouse gas emissions, especially from the
2 transportation sector, can have a positive impact on local air quality and result in a healthier
3 community; and

4 **WHEREAS**, according to the United Nations Intergovernmental Panel on Climate Change
5 (IPCC), which is comprised of the world's leading scientific experts in the field of climate change, to
6 avoid the worst impacts of climate change stemming from greenhouse gas emissions (GHG), there is
7 a need for GHG emissions to be cut by at least 80% from 1990 levels by 2050; and

8 **WHEREAS**, peer cities, including Austin, Seattle and Portland, have recently completed
9 updates to their original Climate Action Plans, and the updates incorporate new data and information
10 that led to establishing new long-term goals in line with the IPCC calculations; and

11 **WHEREAS**, carbon neutrality refers to achieving net zero carbon emissions by balancing a
12 measured amount of carbon released into the atmosphere with that of an equivalent amount of carbon
13 emissions that are sequestered or offset by renewable energy production, or through the purchase of
14 enough carbon credits to make up the difference; and

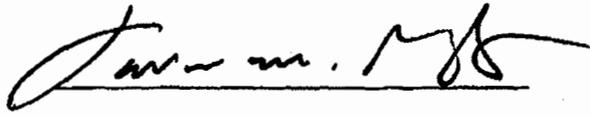
15 **WHEREAS**, the best practice for seeking carbon neutral status entails reducing and/or
16 avoiding carbon emissions first so that only unavoidable emissions are offset; and

17 **WHEREAS**, being carbon neutral is increasingly seen as good corporate or state social
18 responsibility and a growing list of corporations, cities and states are announcing dates for when they
19 intend to become fully carbon neutral.

20 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
21 **CITY OF SANTA FE** that the Governing Body hereby declares that it intends to have 50% percent
22 of its energy come from renewable sources by 2025 and become carbon neutral by the year 2040 and
23 directs City staff to provide options, remedies, alternatives, solutions, and to recommendations for
24 how City government can achieve the goal of becoming carbon neutral by 2040.

25 **PASSED, APPROVED AND ADOPTED** this 8th day of October, 2014.

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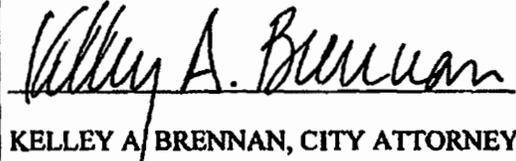
JAVIER M. GONZALES, MAYOR

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN, CITY ATTORNEY

DON CHALMERS FORD

STATE PRICE AGREEMENT

CONTRACT # 50-000-14-00033

2016 FORD FUSION HYBRID SEDANS

6 @ \$22,269 EACH

TOTAL COST \$133,614



Real Value. . . Real People. . . Real Simple.

Santa Fe Senior Services

New Vehicle Proposal

NM Price Agreement # 50-000-14-00033

Vendor AB Item # 4

2016 Ford Fusion S Hybrid

400A Equipment Group

2.0L I4 HEV Engine

ECVT Auto Transmission

Standard Colors only

One (1) @ \$22,263.00

Total Six (6) Units

\$133,578.00



State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor

6 Vendors Awarded
See page 7

Telephone No. _____

Price Agreement Number: 50-000-14-00033

Payment Terms: Net 10

F.O.B.: Destination

Delivery: 60-120 days ARO

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: Kathy Sanchez

Telephone No.: 505-827-0487

Invoice:
As Requested

Title: Automotive Vehicles, Cars & Vans

Term: March 25, 2015 through March 24, 2016

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 03/24/2015

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

KS 

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 50-000-14-00033

Item	Approx. Qty.	Unit	Article and Description	Vendor (AA)	Vendor (AB)	Vendor (AC)	Vendor (AD)	Vendor (AE)	Vendor (AF)
4	63	Each	Sedan, Four (4) door, Front Wheel Drive - Mid-Size Hybrid Gas/Electric Base Cost, Per Unit, FOB, Dealer's place of business Net Cost, Per Unit, FOB, Santa Fe, NM Model: _____ Make: _____ Engine: _____ MPG: _____ City: _____ HWY: _____	No Bid	\$22,269.00 \$22,263.00 Fusion Hybrid S (2016MY) Ford 2.0L I-4 42, 44, 41	No Bid	No Award	No Bid	No Award

Minimum Specifications:

- Air bag: Dual
- Air conditioning: Factory installed (CFC-Free)
- Brakes: Power with anti-lock
- Color: exterior: Factory std., to be determined by agency
- Cruise control & tilt wheel
- Defogger, electric: Rear window, factory installed
- Door Locks: Power
- Engine: 1.4 liter
- Floor mats: Floor installed
- Glass: Factory standard tint all around
- Keys: Three (3) ignition keys
- Mirrors: Power
- Radio: MFG Standard
- Steering: Power
- Tires: Factory standard
- Transmission: Automatic
- Trim-interior: Color coordinated with exterior, cloth seats, 60/40 split-folding seat
- Windows: Power

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-000-14-00033

Page-7

Vendor(s):

(AA) 0000109460
Brad Francis
499 Emilio Lopez Rd
Los Lunas, NM 87031
505-866-3104

Payment Terms: Net 30
FOB: Destination
Delivery: Data sheets attached

(AB) 0000051541
Don Chalmers Ford
2500 Rio Rancho BLVD
Rio Rancho, NM 87124
505-890-2153

Payment Terms: Net 30
FOB: Destination
Delivery: 8-10 weeks ARO subject to FMC delivery times, 5% preference,
Data sheets attached

(AC) 0000047770
Melloy Dodge
9621 Coors NW
Albuquerque, NM 87114
505-922-2559

Payment Terms: Net 30
FOB: Destination
Delivery: 90-120 days, 5% Preference

(AD) 0000049896
Power Ford
1101 Montano NE
Albuquerque, NM 87107
505-766-6600

Payment Terms: Net 10
FOB: Destination
Delivery: 60 to 90 days, 5% Preference

(AE) 0000049313
Reliable Chevrolet
9901 Coors Rd NW
Albuquerque, NM 87114
505-338-5870

Payment Terms: Net 10
FOB: Destination
Delivery: Approx. 60 -120 days, 5% Preference

(AF) 0000046112
Rich Ford Sales
8601 Lomas BLVD NE
Albuquerque, NM 87190
505-275-4529

Payment Terms: Net 10 days
FOB: Destination
Delivery: 60-75 days ARO Subject ot MFG scheduling 5% Preference

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-805-14-11788

Page-2

Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-805-14-11788

Page-3

fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. Items: All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Submission of Bid: Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-805-14-11788

Page-4

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://www.insurenwnewmexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:
http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-805-14-11788

Page-5

Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II – Term

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

Article V - Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-805-14-11788

Page-6

Awarded Vendors:

(AA) 973796
Creative Bus Sales, Inc.
5760 Pino Ave
Albuquerque, NM 87109
Phone: 505-508-5944
Email: marcush@creativebussales.com

Payment Terms: Net 30
FOB: Destination
Delivery: 90 Days ARO

(AB) 51541
Don Chalmers Ford
2500 Rio Rancho Blvd
Rio Rancho, NM 88124
Phone: 505-890-2151
Email: sreeves@donchalmersford.com

Payment Terms: Net 30
FOB: Destination
Delivery: As Requested

(AC) 61516
National Bus Sales & Leasing Inc.
15580 Hwy 114
Justin, TX 76247
Phone: 817-636-2365
Email: jcobb@nationalbussales.com

Payment Terms: Net 30
FOB: Destination
Delivery: As Requested

CREATIVE BUS SALES
MOBILITY WORKS
STATE PRICE AGREEMENT
CONTRACT # 50-805-14-11788

2015 FORD TRANSIT
10-PASSENGER VAN
6 @ \$45,208 EACH
TOTAL COST \$271,248

3/10/2015

S2K #



Creative Bus Sales

NMDOT CONTRACT

Contract # NMDOT 50-805-14-11788

Preparer: Mike Shultz

BASE MODEL

Unit Price

Mobility Works Paratransit Van Base Price: \$52,725.00

Mobility Works Paratransit Van , 19', 13 Passenger

Additional Options: -\$7,517.00

Number of Passenger Seating

Subtotal: \$45,208.00

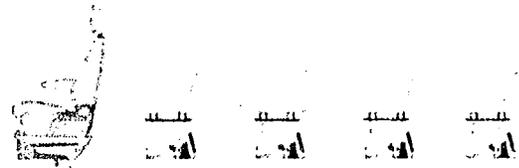
Quantity: 1

Total: \$45,208.00

	Vehicle Length	Lift Position	Wheelchair positions	Number of Passenger Seating
Base Model	19'	Side		13
Adjusted Model				

Proposal For:	City of Santa Fe Senior Center		
Contact:	Robert Chavez		
Delivery Address:	200 Lincoln Ave.		
	Santa Fe , NM 87501		
Office:	505-955-47502	Mobile:	505-577-1837
Email:	rlchavez@santafenm.gov		

Floorplan



MODEL		Unit Price	
Mobility Works Paratransit Van Up to 15' Van 148" Wheelbase 13 Passenger		\$52,725.00	
Items to Delete or Change			
Model: Mobility Works Paratransit Van		Capacity: 13 Passenger	
Chassis Components	<p>Vehicle shall be Ford Series Code X2C, Transit 350 XL Wagon Medium Roof or Approved Equal</p> <p>Engine a 3.7 liter Ti-CVT V6, E85 Flex-Fuel Capable</p> <p>Drive train will be adequate for GVWR and will maintain 70mph</p> <p>Equipped with Fast Idle</p> <p>9000 pounds GVWR</p> <p>6-speed Automatic overdrive with SelectShift</p> <p>Factory standard 25 Gallon Gas Tank</p> <p>OEM Factory Installed Front and Rear Heating System</p> <p>Privacy Glass</p> <p>Rear Window Defogger</p> <p>2-way manual (Fore/AR/Recline) Front Driver and Passenger seat with onboard armrests and Vinyl Fabric</p> <p>Exterior color shall be Oxford White</p> <p>OEM interior or approved equal Includes OEM headliner with AC ducts</p> <p>OEM Rear Lighting System</p>	Conversion Specifications	<p>Fast Engine kill system shall be installed. System must contain both Automatic and Manual control functions</p> <p>Aluminum Extrusion subfloor shall be installed</p> <p>Aluminum L Track mounted vertically in the vehicle shall be flush mount in the subfloor</p> <p>The floor system shall be in vehicle tested to prove it meets or exceeds all FMVSS regulations pertaining to Wheelchair Tracks, Seats and Seat Belts</p> <p>Subfloor shall be covered with Alite 2.2mm trans floor covering</p> <p>Three (3) Seats shall be installed in each van with additional seats available as an option</p> <p>Each seat shall be Freedman 3PT or equal and shall be mounted into the L Track</p> <p>Seats shall be removable without the use of tools</p> <p>FMVSS compliant Shoulder Belt for the Wheelchair Position shall be mounted and tested</p> <p>Shoulder Belt location shall be mounted above the OEM Air Bag System. Shoulder Belt Location cannot be located in the Occupant Protection Zone shown in the Body Builder Book provided by Ford</p> <p>Three (3) Q'Straint Shoulder belts part number Q8-4328-A1-HR131 or approved equal shall be provided.</p> <p>Three (3) Q'Straint QRT Deluxe Tie Downs part number Q-4101-L or approved equal shall be provided.</p> <p>A Tie Down storage container shall be provided for each tie down kit provided.</p> <p>Stainless Steel Exterior Steps shall be provided for the Driver, Passenger doors</p> <p>Stainless Steel Exterior Steps at Side and Rear Cargo Doors.</p>
Electrical	<p>12v Dual Battery System</p> <p>220 Amp Alternator</p> <p>Modified Vehicle Wiring System</p> <p>Auxiliary Fuse Panel</p>		

Additional Options

Mobility Works Paratransit Van		qty	total	price each
	Cruise Control	1	325.00	\$ 325.00
	Side mounted Braun Century Series 2 NHTSA compliant lift. (Deletes Side Cargo Step.) This option shall include an ADA compliant Interlock system.	-1	(4,950.00)	\$ 4,950.00
	Change seats to Fixed seats in lieu of removable. (Cost is per single Seat). USE NEGATIVE QTY.	-12	(1,692.00)	\$ 141.00
	Delete Tie Down Position (Per Single Position). USE NEGATIVE QTY.	-3	(1,200.00)	\$ 400.00
	Total		(7,517.00)	



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
(AA) 976796
Creative Bus Sales, Inc.
5760 Pino Ave
Albuquerque, NM 87109

Telephone No.: 505-508-5944

Price Agreement Number: 50-805-14-11788

Price Agreement Amendment No.: One

Term: November 1, 2014 thru October 31, 2015

Ship To:
NM Department of transportation
1120 Cerrillos Road
Santa Fe, NM 87504

Procurement Specialist: Kathy Sanchez

Telephone No.: (505) 827-0487

Invoice:
NM Department of Transportation
PO Box 1149
Santa Fe, NM 87504

For questions regarding this Price Agreement please contact:
James Ortega 505-827-5135

Title: Small & Medium Sized Transit Bus

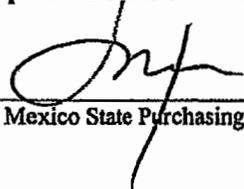
This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Please see the attached "REVISED" Price Agreement for alternate buses added that was inadvertently left out.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date:01/15/15



State of New Mexico
General Services Department

Price Agreement

REVISED

Awarded Vendor 3 Vendors Telephone No. _____

Price Agreement Number: 50-805-14-11788

Payment Terms: See Page 7

F.O.B.: See Page 7

Delivery: See page 7

Ship To: NM Department of Transportation 1120 Cerrillos Road Santa Fe, NM 87504
Invoice: NM Department of Transportation PO Box 1149 Albuquerque, NM 87504
For questions regarding this contract please contact: James Ortega 505-827-5135

Procurement Specialist: Kathy Sanchez

Telephone No.: 505-827-0487

Title: **Small & Medium Sized Transit Bus**

Term: **November 1, 2014 through October 31, 2015**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 01/15/15

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472



RETURN INVITATION TO BID:

GSD/PD (Rev. 03/14)

State of New Mexico
General Services Department, Purchasing Division
(Hand Deliver Only) 1100 S. Saint Francis Drive, Room 2016 (87505)
(Mail Only) PO Box 6850
Santa Fe, New Mexico 87502-6850
(505) 827-0472

Invitation to Bid Price Agreement

Title: Small & Medium Sized Transit Bus

Bid number: 50-805-14-11788

Agency requested delivery: As Requested by User

Commodity code(s): 01810, 02220, 01834, 02260, 19640

Formal Sealed Bid Opening

Place: NM State Purchasing Division Bid Room

Bid opening date: September 18, 2014 Time: 2:00pm

If you have questions regarding this Invitation to Bid please contact:

Procurement Specialist: Sandra Lujan Telephone No.: 505-827-0242

Ship To: NM Department of Transportation, 1120 Corrillos Rd, Santa Fe, NM 87504
Invoice: NM Department of Transportation, Po Box 1149, Santa Fe, NM 87504

Bidder MUST complete and sign the following in order for Bid to be valid:

Company name: Creative Bus Sales, Inc.
Telephone no.: 505-508-5944
Federal tax ID#: 33-0388707
Signature: [Handwritten Signature]

Address: 5760 Pino Ave.
Albuquerque, NM 87109
Print or type name: Marcus Hoffman

Additional Bidder Information

Applications for in-state preference will no longer be processed through the State Purchasing Division. All resident businesses, veterans, and contractors will have to obtain preference number(s) with the NM Department of Taxation & Revenue. In order for the appropriate preference to be applied to any solicitation, there must be no federal funds involved, and vendor must submit a copy of their preference certificate with each solicitation. Applications are available for download at:

http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx

Veterans Only: The Resident Veterans Preference Certification enclosed herein must be completed and returned with bid in order to receive the preference.

E-mail: marcush@creativebussales.com

Payment terms: Net 30 (Discount will not be considered in computing the low bid, see "Terms and Conditions")

F.O.B. Point must be Destination, unless otherwise indicated by the NM State Purchasing Agent

Vendor's Delivery: 90 days after receipt of chassis (May be considered in the award)

FOR MAILED-IN BIDS: Important - bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. (Note: "No Bid" does not require a return of this document.) Sealed bids will be received at the above address until the above specified date and local time, then publicly opened in the New Mexico State Purchasing Division Bid Room. This Bid is subject to the "Terms and Conditions," shown on the reverse side of this page, and "Additional Bidding Instructions," if any.

FOR UPLOADED BIDS VIA SCI-QUEST: Such bids will be time-stamped in the system when Bidder clicks "OK" after "Review and Submit." You will receive a confirmation email of the submission for your records. Such electronic submissions will be considered sealed bids in conformance with statute.

If applicable, Bidder acknowledges receipt of the following amendments(s): Amendment No. Dated Amendment No. Dated

[Handwritten mark]

NMDOT ITB: Small and Mid-Sized Buses

TERM:

This agreement shall be effective for one (1) year from date of award. The Department reserves the option to extend this price agreement for one additional one-year period, by mutual agreement of all parties and approval of the New Mexico State Purchasing agent at the same price, term and condition. This agreement shall not exceed two (2) years, including all extensions after the first one year term.

WORKMANSHIP:

Workmanship throughout these vehicles shall conform to the highest standard of commercial accepted practices for the class of work and shall result in a neat finished appearance, the design of the body and equipment which the vendor proposed to furnish must be such as to provide a vehicle of substantial and durable construction in all respects.

If any vehicle is delivered incomplete or contains any defective or damaged parts, said parts shall be removed and new parts shall be furnished. The new parts furnished including transportation charges, labor for removing and replacing, shall be free of all costs to the NMDOT and /or project using these vehicles.

Miscellaneous requirements: Any modification or changes will be set forth in a Purchase order change. All change orders will be issued by the NMDOT Transit and Rail Division.

Certificate of origin: By submitting and signing this bid, the bidder hereby certifies to the NMDOT that a correct certificate of origin will accompany each vehicle upon delivery without formal demand. Awarded vendor shall coordinate with NMDOT & sub-grantee to title and register all vehicles with the motor vehicle divisions, vendor shall list the New Mexico Department of Transportation (NMDOT) as the first lien holder on the certificate of origin and title application for all vehicles purchased unless otherwise directed.

Production schedule and inspection: The vendor shall be required to provide in writing, a ninety (90) day notice prior to a cut off date for ordering of vehicles.

The vendor shall be required to give a production delivery schedule at the time of receipt of the vehicle order form. Updates on a monthly basis shall be required until the deliver has been made.

Other authorized government entities may utilize this price agreement.

MULTIPLE AWARDS:

Will be considered for vendors who can serve the best interest of the New Mexico Department of Transportation / Transit and Rail Division. The state reserves the right to award to multiple vendors.

The vehicles purchases will be federally funded, therefore the N.M. Resident Preference shall not apply nor will the Resident Veterans Preference apply.

LOBBYING CERTIFICATION

An Applicant that submits or intends to submit an application to FTA for Federal assistance exceeding \$100,000 is required to provide the following certification. FTA may not award Federal assistance exceeding \$100,000 until the Applicant provides this certification by selecting Category "02."

Federal assistance exceeding \$100,000:

(1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and

(2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by

the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352; and

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

transaction covered by 31 U.S.C. 1352.

The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

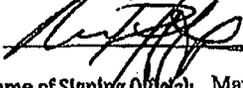
AFFIRMATION OF APPLICANT

Name of Applicant: Creative Bus Sales, Inc.

Printed Name of Authorized Representative: Marcus Hoffman

Relationship of Authorized Representative: Transit Sales Representative

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature: 

Printed Name of Signing Official: Marcus Hoffman

Attention of the bidder is particularly directed to the current requirements as to resident Contractor's preference, per section 13-4-3 NMSA 1978. The provisions of sections 13-4-1 through 13-4-4 NMSA 1978 shall not apply to this price agreement.

ESCALATION CLAUSE:

In the event of a product cost increase an escalation request will be reviewed by the New Mexico Department of Transportation (NMDOT) and NM State Purchasing Division on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.

Effective dates for increases will not be any sooner than fifteen days from the date the written request is received by the NMDOT. To facilitate prompt consideration, all requests for price increase must include all information listed below:

- Contract Item Number
- Current Item Price
- Proposed New Price
- Percentage of Increase
- Mill/Supplier Notification of Price Increase Indicating Percentage of Increase
- Reason for price increase

On site Service/Repair at Customer's Facilities, Vendors place of business in the State of New Mexico or any other facility authorized by the successful vendor. A Technical Support representative shall be available to the ordering agency during the warranty period for assistance in failure analysis and repairs.

The following delivery terms and conditions apply to Transit and Para-Transit Vans described in the specifications.

LATE DELIVERY:

It is expressly understood and agreed that, because of the public interest, and of the monetary losses which Public Entities, may sustain because of failure to deliver the equipment described in the contract on time that time is of the essence in the performance of this contract. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated.

Above noted equipment shall be delivered within 120 working days from the date the chassis arrives at the conversion facility. In the event of failure of the bidder to deliver in accordance with this requirement, the bidder shall be liable to the user agency for late delivery penalties in the amount of \$20.00 per unit per day.

Typical Upfit Options

Exclusive Smartfloor flexible seating floor plan
Flexible and removable seats

Four different seat styles with integrated lap/shoulder belts

Passenger compartment heat & air conditioning

Tinted windows

Alto non-skid commercial flooring with recessed L-track

Stainless Steel side steps

Heavy duty stanchion/grab bar at passenger entrance

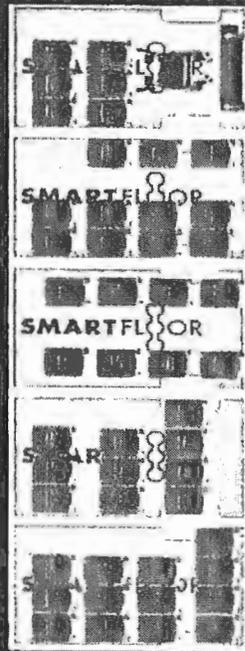
Mobility Options

Patented wheeled seat bases

allow seats to be moved to nearly any position in the van in a matter of seconds without lifting. In mobility versions, can make room for wheel chairs by simply rolling the seats to the lift for removal.

Seating with storage bags

Meets all ADA requirements



Sample Seating Layouts - over 1,000 Possibilities

Exclusive Flexible Seating Floor plan

Exclusive Smartfloor system allows quick and easy movement of seats and wheelchair positions anywhere in the van for maximum flexibility. The floor plan can be changed just as you need it - holds up to 19 passengers or a combination of seats and wheelchairs.

Seating Options

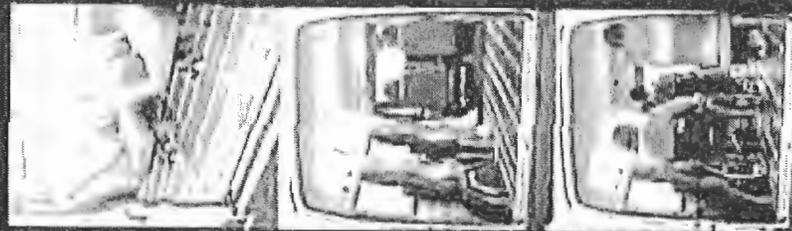
The exciting and roomy Ford Transit with Smartfloor gives you nearly unlimited seating options.

Three different vehicle lengths allow you to get the right van for your business.

And more seating options means more opportunities for new customers, new contracts and new revenue.

Wheeled seat bases mean no lifting, and moving seats is quick and easy - less than 25 seconds per seat.

2015 FORD TRANSIT



Variety of Choices for Business

Innovative design and engineering prove good things come in Threes.

Three wheelbases: 130" (regular), 148" (long) and 148" extended body

Three roof heights: low, Medium and High

Three engine choices:

- 3.7L V6
- 3.5L Twin Turbo EcoBoost V6
- 3.2L I-5 Turbo Diesel

ADA & FMVSS compliant

Mobility options include Side or Rear entry, Wheelchair Lift

SMARTFLOOR

MOBILITYWORKS COMMERCIAL

Seats & Options

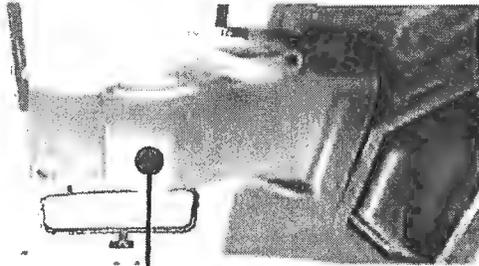
Seats

- The standard SmartFloor seat is anything but standard. Comfortable and supportive, it features an integrated 3-point shoulder/lap belt so the rider is secure no matter where you position the seat.



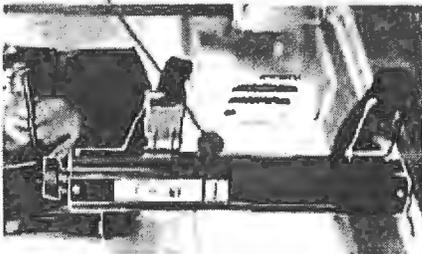
Flip & Fold Seats

- Flip & Fold seats fold up and swivel flat against the wall creating even more room and options. These permanent seats can be positioned above the wheel wells or practically anywhere else along the walls of the van.



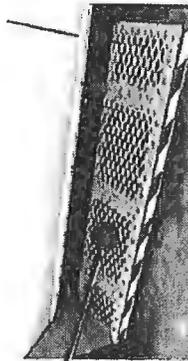
Movable Oxygen Holder

- The GO2 cylinder holder can plug directly into the floor track anywhere in the van, and can be moved from one vehicle to another without use of tools. Prevents cylinders from tipping and falling during a sudden stop or sharp turn.



Fixed Steps

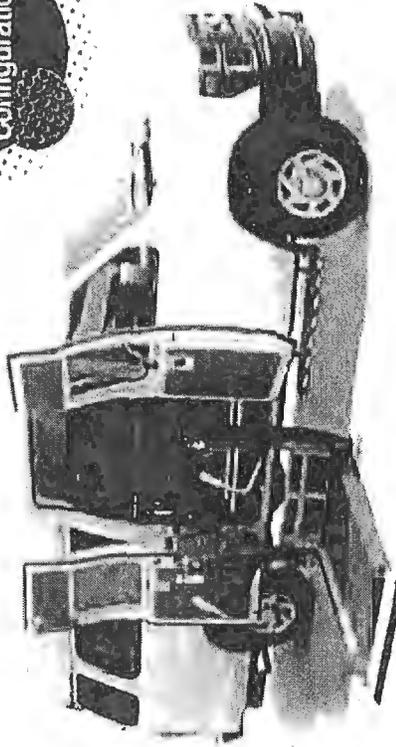
- Fixed exterior steps bring safety and ease of entry for driver and passengers. Available in multiple styles (Expanded Metal step is shown).



Introducing the Most Flexible and Versatile Wheelchair Van in America!

Innovative
Flexible
Patented

Over
1,000
SEATING
Configurations



MANY MORE OPTIONS AVAILABLE

MOBILITYWORKS[®]
COMMERCIAL

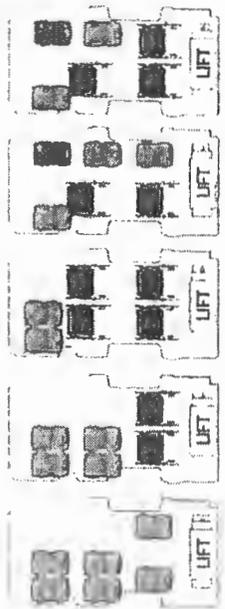
Call 800-769-8267
Fax: 330-861-0281 Email: biz@mobilityworks.com
1090 West Wilbeth Road, Akron, OH 44314
www.MobilityWorksCommercial.com

MOBILITYWORKS[®]
COMMERCIAL

SMARTFLOOR

Typical Upfit Options

- ABS plastic interior walls and headliner
- Passenger compartment heat & air conditioning
- Tinted Windows
- Exclusive Smartfloor flexible seating floor plan
- Altro non-skid commercial flooring with recessed track
- Flexible and removable seats
- Flip-and-Fold seats which fold flush to the wall, and can be mounted over wheel wells
- Vinyl seating with integrated shoulder/lap belts
- Heavy duty exterior step and stanchion/grab bar at ambulatory passenger entrance
- Braun or Ricon wheelchair lift
- Retractable wheelchair tie-downs with storage bags
- Fire extinguisher
- First aid kit
- Triangle reflector kit



Exclusive Flexible Seating Floor plan

Exclusive Smartfloor system allows quick and easy movement of seats and wheelchair positions anywhere in the van for maximum flexibility. The floorplan can be changed just as you need it - from driver and 12 passengers, to driver and 4 passengers plus 4 wheelchairs.

SMARTFLOOR

MOBILITYWORKS[®]
COMMERCIAL

Over
1,000
SEATING
Configurations

Seating Options

The durable Ford E-Series vans with Smartfloor give you nearly unlimited seating options.

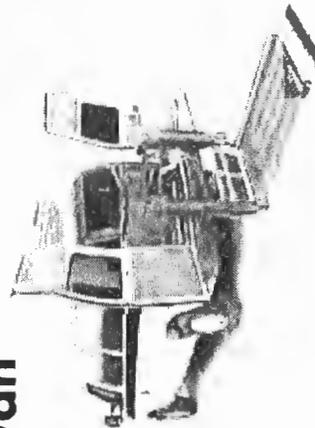
More seating options means more opportunities for new customers, new contracts and new revenue.

Wheeled seat bases mean no lifting, and moving seats is quick and easy.

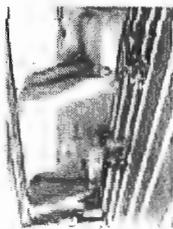


Ford E-Series Wheelchair Van

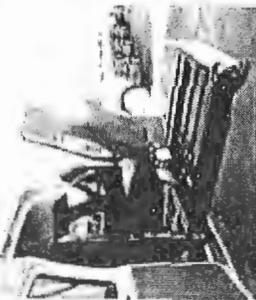
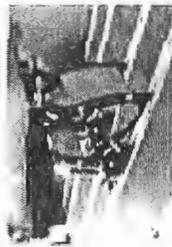
- Ford E-150, 250 & 350 chassis
- Regular or Extended length
- Side or Rear entry wheelchair lift available
- ADA & FMVSS compliant
- Safe, Durable and Reliable
- 3 different Raised Roof options



MOVE
Seats
in
Seconds!



Patented wheeled seat bases allow seats to be moved to any position in the van in a matter of seconds without lifting. To make room for wheelchairs, simply roll the seats to the lift for removal.



CREATIVE BUS SALES

STATE PRICE AGREEMENT

CONTRACT # 50-805-14-11788

2015 FORD PARATRANSIT VAN

MOBILITY WORKS

(ADA – WHEELCHAIR VAN)

1 @ \$52,627

TOTAL COST \$52,627

3/10/2015

S2K #



Creative Bus Sales

NMDOT CONTRACT

Contract # NMDOT 50-805-14-11788

Preparer: Mike Shultz

BASE MODEL

Unit Price

Mobility Works Paratransit Van Base Price: \$52,725.00

Mobility Works Paratransit Van, 19', 3 Passenger 3 W/C

Additional Options: -\$98.00

Number of Passenger Seating

Vehicle Length	Lift Position	Wheelchair positions	Number of Passenger Seating
19'	Side	3	3
Adjusted Model			

Base Model

Subtotal: \$52,627.00

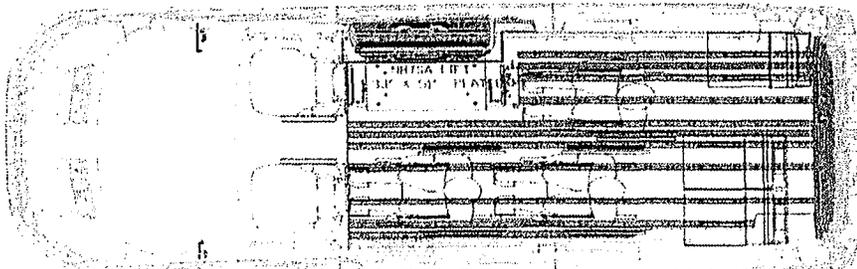
Adjusted Model

Quantity: 1

Total: \$52,627.00

Proposal For:	City of Santa Fe Senior Center		
Contact:	Robert Chavez		
Delivery Address:	200 Lincoln Ave.		
	Santa Fe, NM 87501		
Office:	505-955-47502	Mobile:	505-577-1837
Email:	richavez@santafenm.gov		

Floorplan



MODEL		Unit Price
Mobility Works Paratransit Van Up to 19' Van, 148" Wheelbase, 3 Passenger 3 WC *Items to Delete or Change		\$52,725.00
Model: Mobility Works Paratransit Van		Capacity: 3 Passenger 3 WC
Chassis Components	Vehicle shall be Ford Series Code X2C; Transit 350 XL Wagon Medium Roof or Approved Equal Engine is 3.7 liter TI-CVT V6, E85 Flex-Fuel Capable Drive train will be adequate for GVWR and will maintain 70mph Equipped with Fast Idle 9000 pounds GVWR 6-speed Automatic overdrive with SelectShift Factory standard 25 Gallon Gas Tank OEM Factory installed Front and Rear Heating System Privacy Glass Rear Window Defogger 2-way manual (Ford/AM/Redline) Front Driver and Passenger seat with inboard armrests and Vinyl Fabric Exterior color shall be Oxford White OEM interior or approved equal. Includes OEM headliner with AC ducts OEM Rear Lighting System	Conversion Specifications Fast Engine Idle system shall be installed. System must contain both Automatic and Manual control functions. Aluminum Extrusion subfloor shall be installed. Aluminum L track mounted vertically in the vehicle shall be flush mount in the subfloor. The floor system shall be in vehicle tested to prove it meets or exceeds all FMVSS regulations pertaining to Wheelchair Tracks, Seats and Seat Belts. Subfloor shall be covered with Altro 2.2mm transit floor covering. Three (3) Seats shall be installed in each van with additional seats available as an option. Each seat shall be Freedom 3PT or equal and shall be mounted into the L Track. Seats shall be removable without the use of tools. FMVSS compliant Shoulder Belt for the Wheelchair Position shall be mounted and tested. Shoulder Belt location shall be mounted above the OEM Air Bag System. Shoulder Belt Location cannot be located in the Occupant Protection Zone shown in the Body Builder Book provided by Ford. Three (3) Q'Straint Shoulder belts part number Q8-6326-A1-HR131 or approved equal shall be provided. Three (3) Q'Straint QRT Deluxe Tie Downs part number Q-8101-L or approved equal shall be provided. A Tie Down storage container shall be provided for each tie down kit provided. Stainless Steel Exterior Steps shall be provided for the Driver, Passenger doors. Stainless Steel Exterior Steps at Side and Rear Cargo Doors.
Electrical	12v Dual Battery System 220 Amp Alternator Modified Vehicle Wiring System Auxiliary Fuse Panel	

Additional Options

Mobility Work's Paratransit Van		qty	total	price each
	Cruise Control	1	325.00	\$ 325.00
	Change seats to Fixed seats in lieu of removable. (Cost is per single Seat). USE NEGATIVE QTY.	-3	(423.00)	\$ 141.00
		Total	(98.00)	



State of New Mexico
General Services Department
Purchasing Division

ADA

Price Agreement Amendment

Awarded Vendor:
(AA) 976796
Creative Bus Sales, Inc.
5760 Pino Ave
Albuquerque, NM 87109

Telephone No.: 505-508-5944

Price Agreement Number: 50-805-14-11788

Price Agreement Amendment No.: One ↙

Term: November 1, 2014 thru October 31, 2015

Ship To:
NM Department of transportation
1120 Cerrillos Road
Santa Fe, NM 87504

Procurement Specialist: Kathy Sanchez

Telephone No.: (505) 827-0487

Invoice:
NM Department of Transportation
PO Box 1149
Santa Fe, NM 87504

For questions regarding this Price Agreement please contact:
James Ortega 505-827-5135

Title: **Small & Medium Sized Transit Bus**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Please see the attached "REVISED" Price Agreement for alternate buses added that was inadvertently left out.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 01/15/15



State of New Mexico
General Services Department

Price Agreement

REVISED

Awarded Vendor 3 Vendors Telephone No. _____

Price Agreement Number: 50-805-14-11788

Payment Terms: See Page 7

F.O.B.: See Page 7

Delivery: See page 7

Ship To: NM Department of Transportation 1120 Cerrillos Road Santa Fe, NM 87504
Invoice: NM Department of Transportation PO Box 1149 Albuquerque, NM 87504
For questions regarding this contract please contact: James Ortega 505-827-5135

Procurement Specialist: Kathy Sanchez

Telephone No.: 505-827-0487

Title: **Small & Medium Sized Transit Bus**

Term: **November 1, 2014 through October 31, 2015**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 01/15/15

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-805-14-11788

Page-6

Awarded Vendors:

(AA) 973796
Creative Bus Sales, Inc.
5760 Pino Ave
Albuquerque, NM 87109
Phone: 505-508-5944
Email: marcush@creativebussales.com

Payment Terms: Net 30
FOB: Destination
Delivery: 90 Days ARO

(AB) 51541
Don Chalmers Ford
2500 Rio Rancho Blvd
Rio Rancho, NM 88124
Phone: 505-890-2151
Email: srceves@donchalmersford.com

Payment Terms: Net 30
FOB: Destination
Delivery: As Requested

(AC) 61516
National Bus Sales & Leasing Inc.
15580 Hwy 114
Justin, TX 76247
Phone: 817-636-2365
Email: jcobb@nationalbussales.com

Payment Terms: Net 30
FOB: Destination
Delivery: As Requested

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-805-14-11788

Page-2

Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-805-14-11788

Page-3

fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. Items: All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Submission of Bid: Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-805-14-11788

Page-4

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://www.insurenewmexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:
http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 50-805-14-11788

Page-5

Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II – Term

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

Article V - Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

DON CHALMERS FORD

CES CONTRACT # 2012-003-055-006 DCH

2015 FORD TRANSIT

MEDIUM ROOF CARGO VAN

1 @ \$27,211

REFRIGERATION PACKAGE UNIT

1 @ \$17,452

TOTAL COST \$44,663

DON CHALMERS



Real Value. . . Real People. . . Real Simple.

Santa Fe Senior Services

New Vehicle Proposal

March 13, 2015

CES Contract 2012-003 055-006 DCH

2015 Ford Transit 250 Medium Roof Cargo Van

3.7L V6 Gasoline Engine

6 Spd Auto Transmission

Color: White

Interior: Gray Cloth Buckets

Contract Price **\$27,211.00**

Delivery Concepts

Refrigeration Van Package **\$17,452.00**

Total Price **\$44,663.00**



COOPERATIVE EDUCATIONAL SERVICES

Public Educational Institutions In New Mexico United by a Joint Powers Agreement to Establish an Educational Cooperative

June 07, 2012

Contract Award Letter

Rick Akins
DON CHALMERS FORD
2500 Rio Rancho Blvd.
Rio Rancho, NM 87124

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD

2012-003 055-006 DCH Cars, Vans and Light Duty Trucks

On behalf of Cooperative Educational Services (CES), I thank you for responding to our 2012-003 solicitation. The responses have been reviewed and it is my pleasure to inform you that you have been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award is from the cover sheet that you submitted in your bid. I suggest that you take this award and place it with your copy of the bid that you submitted. Please read carefully the paragraph above the authorized signature. It outlines the agreement and specifies the term of the award.

We would like to include information concerning your company in our procurement directory called the Blue Book. Each of our members and participating entities receives a copy of this Blue Book. It enables their staff to look up important information concerning each vendor before placing an order. Although space is limited, the description below is intended as a quick reference of your company. If you would like to revise the description, please provide any changes in writing to CES' procurement office.

Don Chalmers Ford is a source for Ford vehicles for CES Members and Participating Entities. Their focus is to provide exceptional customer service to CES Eligible Agencies. They provide the full line of Ford vehicles with any accessories that an agency may need.

On CES' website (www.ces.org), you can download contact information for all of CES' members and participating entities. You are invited to send marketing materials directly to these institutions.

We look forward to working with you. Please let us know if you have questions or if we can be of any further assistance.

Sincerely yours,

Cooperative Educational Services

David Chavez,
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343



COOPERATIVE EDUCATIONAL SERVICES

EXTENSION OF CONTRACT

made by and between

DON CHALMERS FORD

and

Cooperative Educational Services

Said Contract(s) being numbered:

2012-003 085-008 DCH Cars, Vans and Light Duty Trucks

The existing Contract initially commenced on May 9, 2012 and will expire on May 9, 2015. The Term of Contract and Extension in 2012-003 RFP C provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through May 8, 2016. Cooperative Educational Services desires to extend the Contract for the final term of one (1) year until May 8, 2016. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number 2012-003 RFP C

COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature Donna Chalmers Date March 09, 2015

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the RFP.

Authorized Signature Greg Chalmers Date 3/9/15
Printed Name Greg Chalmers Title Fleet MGR

NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES on 5/1/2015

If you do not want to extend this Contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract effective 5/9/2015

Authorized Signature _____ Date _____

•Your New Mexico Purchasing Cooperative Since 1979•

RFP 2012-003

Exhibit D-1: CES Defined Pricing Excel Price Book

Category 1: Vehicles - Cars, Vans and Light Duty Trucks

Region: 1 No)? Check either Yes or No. If "Yes" only fill in this Yes X No:

Vendor	Product Number	Product Name	Product Description	Unit	Required Response by the Offeror
Cost Evaluation Points	Product number supplied by the vendor. 21 Characters max. Required Established by CES	This is a short description and will probably be the most searched field. 50 Characters max. Required. Established by CES	Long Description up to 250 characters. Required Established by CES	Required Established by CES	Required Response by the Offeror
50	OFFORSUPCESP	Offeror's Support for CES P	Offeror's Support for CES Pricing, Percent of difference between CES price and individual entity price from Form F.	Percent	± Percent lower
25	ALTPRICE-OP	Alternative Costing O/P	Alternative methods of Costing - Percent of Overhead/markup and profit added to cost added to bodies, service bodies, alternative fuel conversions, utility beds. No added cost on chassis.		Add 10%
25	ALTPRICE-CD	Alternative Costing CES Discount	Discounts offered off Alternative Costing Methods (cost plus profit and overhead) Less rate of Discount. This applies to bodies, service bodies, alternative fuel conversions, utility beds.	Discount	4 % Discount
25	DISCOFFPUBPR	Average Discount Off Published Price	Percent of Discount off Printed/Published Price Sheets	Percent	Discount 13.86%
Fixed Discount off of MSRP or fixed fee over wholesale price					

25	Ford F 150 F1C F1E X1C X1E X1R W1C W1E W1R Ford F 250 Over 8500 lbs F2A F2B X2A X2B W2A W2B Ford F 350 Over 8500 Lbs F3A F3B X3A X3B W3A W3B	Pickup Trucks Large GVRW of 6000 to 8500 lbs	Discounts are from total MSRP. Factory destination and delivery must be added from price list.	Percent	22% Discount F-150 Models. 21% Discount F-250 Models. 21% Discount F-350 Models
25	Ford Transit Connect Van & Wagon S7A S7C S6A S7B S7D S6B S9B S9C Ford E 150 - 350 Wagon - E1B E3B S3B E 150 350 Van E1E S1E E2E S2E E3E S3E E350 CWSC E2F E3F S3H E3F E3K	Full -Size Van, GVRW of 8500 lbs-or less, including cargo van	Discounts are from total MSRP. Factory destination and delivery must be added from price list.	Percent	8% Discount Transit Connect Models. 21% Discount E-150 thru E-350 Van & Wagon Models. 16% Discount E-250 thru E-350 cutaways & Stripped Chassis Models.
25	CNG and LPG available on Transit Connect., E150 thru E350 all models F150 thru F350 all models gasoline engines only	Alternative -Fuel Vehicles	Discounts are from total MSRP. Factory destination and delivery must be added from price list. Refer to Discount on Chassis. Must have gas engine fuel prep package. Pricing for CNG & LPG are included with pricing sheets.	Percent	Chassis Discount Only. Alternative Costing applies to CNG & LPG
25	Ford Fusion P0L	Hybrid-Electric	Discounts are from total MSRP. Factory destination and delivery must be added from price list.	Percent	5% Discount 2012 Fusion Models.

CNGP530

VEHICLE ORDER CONFIRMATION

03/13/15 15:36:16

Dealer: F56302
Page: 1 of 1

Order No: 0001 Priority: F2 Ord FIN: QB026 Order Type: 5B Price Level: 535
Ord PEP: 101A Cust/Flt Name: SANTA FE SENI PO Number:

R2C	TRAN 250 MR VAN	\$33190	425	50 STATE EMISS	NC
	148" WHEELBASE			FLEX FUEL	
YZ	OXFORD WHITE			SP DLR ACCT ADJ	
C	CLOTH			SP FLT ACCT CR	
K	PEWTER			FUEL CHARGE	
101A	PREF EQUIP PKG		B4A	NET INV FLT OPT	NC
	.XL TRIM			PRICED DORA	NC
57B	.MANUAL A/C	NC		DEST AND DELIV	1195
99M	3.7L TIVCT V6			TOTAL BASE AND OPTIONS	34445
446	.6-SPD AUTO SST			TOTAL	34445
TC8	.235/65R16 BSW			*THIS IS NOT AN INVOICE*	
X73	3.73 REG X73	NC			
	JOB #2 ORDER				
20B	9000# GVWR	NC			
21C	PWTR CLO 2 WAY	60			

F1=Help F2=Return to Order
F4=Submit F5=Add to Library

F3/F12=Veh Ord Menu

S099 - PRESS F4 TO SUBMIT

QC01487



DELIVERY CONCEPTS, INC.

16776 Bernardo Center Drive, Suite 203
San Diego CA 92128
Phone (858) 675-9500 Fax (858) 675-0433

DATE 03/13/15
Quotation # 131
Sales Rep Jay Crawley

Custom Built For:
Don Chalmers Ford
Sally Reeves
2500 Rio Rancho Pkwy
Rio Rancho NM 87124
Phone (505) 890-2151
Fax
Email sreeves@donchalmersford.com
Comments or special instructions:

Deliver To:
Same

Quotation valid until: 07/11/15
Prepared by: JFC

Qty	Make	Model	Color	Details
1	2015 Ford	Transit 250		148"WB Medium Roof
1	DCI	IVC-391	DK Grey	Polyurea Liner

Body Price Includes:

Qty	Description
1	Fiberglass Refrigeration Van Package -Inc 3" Insulation and Polyurea Seamless Liner
1	Thermoking V300-20 Inc 115V Electric Standby
1	Motion LED Interior Lighting
1	Back-Up Alarm
1	Stocking Dealer Discount

ONE WAY FLATBED FREIGHT

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS

TOTAL

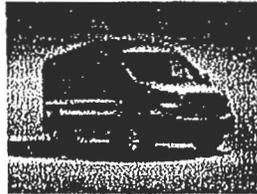
REMARKS: NOT BINDING UNTIL ACCEPTED BY DELIVERY CONCEPTS, INC. OR IT'S DESIGNATED REPRESENTATIVE
NO VERBAL AGREEMENTS ACCEPTED. SALE AND DELIVERY SUBJECT TO FINAL FINANCE APPROVAL. NO PUBLIC
PROPERTY DAMAGE INSURANCE ISSUED WITH THIS TRANSACTION UNLESS HEREIN STATED. REFER TO RETAIL
CONTRACT FOR CREDIT DETAILS. I AM OF LEGAL AGE AND HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THE

Date

Authorized Signature

Don Chalmers Ford

Presents...



The 2015 Ford Transit-250 Base

Medium Roof Cargo Van 148" WB



Prepared For: Robert Chavez
Prepared By: Sally Reeves
Prepared On: March 13, 2015

Prepared For:
Robert Chavez
Santa Fe Senior Services
Santa Fe
Santa Fe, New Mexico
Phone: (505) 955-4702

Prepared By:
Sally Reeves
Don Chalmers Ford
2500 Rio Rancho Blvd.
Rio Rancho, New Mexico, 87124
Phone: (505) 897-2500
Toll Free: (888) 897-2500

Ship To:
Bryan Burrows
Intel (Security)



Vehicle Profile

2015 Ford Transit-250

Medium Roof Cargo Van 148" WB Base (R2C)

Powertrain

3.7L V-6 DOHC SMPI 24 valve engine with Ti-VCT variable valve control * 150 amp alternator * 70 amp hours (Ah) battery with run down protection * Engine oil cooler, transmission oil cooler * 6-speed electronic SelectShift automatic transmission with overdrive, lock-up * Rear-wheel drive * ABS & driveline traction control * 3.73 axle ratio * Stainless steel exhaust

Steering and Suspension

Hydraulic power-assist rack and pinion steering * 4-wheel disc brakes with front vented discs * AdvanceTrac w/Roll Stability Control electronic stability control with anti-roll * Independent front suspension * Front strut suspension * Front anti-roll bar * Front coil springs * HD front shocks * Rigid rear axle * Rear leaf suspension * Rear leaf springs * HD rear shocks * Front and rear 16.0" x 7.00" argent steel wheels with hub covers * LT235/65SR16.0 BSW AS front and rear tires * Underbody w/crankdown mounted full-size steel spare wheel

Safety

4-wheel anti-lock braking system * Center high mounted stop light * Dual airbags, passenger side front-impact cancellable airbag, airbag occupancy sensor * Front height adjustable seatbelts with front pre-tensioners * Panic alarm

Comfort and Convenience

Air conditioning * AM/FM stereo, clock, seek-scan, 2 speakers, fixed antenna * Power door locks with 2 stage unlock, keyfob (all doors) keyless entry, tailgate/rear door lock included with power door locks * 2 12V DC power outlets, driver foot rest * Analog instrumentation display includes tachometer, engine temperature gauge, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, door ajar, trunk/liftgate ajar, service interval, brake fluid, low tire pressure * Steering wheel with tilt and telescopic adjustment * Power front windows with light tint, driver 1-touch down * Variable intermittent front windshield wipers * Dual vanity mirrors * Interior lights include dome light with fade, illuminated entry * Full overhead console with storage, glove box, front cupholder, instrument panel bin, driver and passenger door bins * Vinyl/rubber cargo floor, plastic trunk lid/rear cargo door, cargo tie downs, cargo light

Seating and Interior

Seating capacity of 2 * Bucket front seats with adjustable head restraints, driver and passenger armrests * 4-way adjustable driver seat includes lumbar support * 4-way adjustable passenger seat * Cloth faced front seats with cloth back material * Front cloth headliner, full vinyl/rubber floor covering, metal-look instrument panel insert, urethane gear shift knob

Exterior Features

Side impact beams, fully galvanized steel body material * Black bodyside cladding, black wheel well trim molding * Black side window moldings, black front windshield molding * Black door handles * Black grille * 3 doors with sliding rear passenger's side door split swing-out rear cargo door * Driver and passenger power remote black convex

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05210950 2/1/2015

Vehicle Profile Continues

Prepared For: Robert Chavez
Prepared By: Sally Reeves
Dealership: Don Chalmers Ford

Exterior Features (Continued)

spotter folding outside mirrors * Front and rear black bumpers, with rear step * Aero-composite halogen headlamps * Clearcoat monotone paint

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

Dimensions and Capacities

Output	275 hp @ 6,000 rpm	Torque	260 lb.-ft. @ 4,000 rpm
1st gear ratio	4.170	2nd gear ratio	2.340
3rd gear ratio	1.520	4th gear ratio	1.140
5th gear ratio	0.860	6th gear ratio	0.690
Reverse gear ratio	3.400	Curb weight	5,108 lbs.
GVWR	9,000 lbs.	Front	4,130 lbs.
Rear GAWR	5,515 lbs.	Payload	3,840 lbs.
Front curb weight	2,963 lbs.	Rear curb weight	2,145 lbs.
Front axle capacity	4,130 lbs.	Rear axle capacity	5,515 lbs.
Front spring rating	4,130 lbs.	Rear spring rating	5,515 lbs.
Front tire/wheel capacity	6,394 lbs.	Rear tire/wheel capacity	5,996 lbs.
Towing capacity	5,400 lbs.	Front legroom	39.7 "
Front headroom	52.0 "	Front hiproom	67.5 "
Front shoulder room	67.9 "	Length	237.6 "
Body width	81.3 "	Body height	100.7 "
Wheelbase	148.0 "	Front track	68.2 "
Rear track	68.6 "	Fuel tank	26.0 gal.
Interior cargo volume	357.1 cu.ft.	Interior maximum cargo volume	357.1 cu.ft.

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Price Level: 630

QuoteID: <None>

Page 3