

**ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 12/14/15
FOR CITY COUNCIL MEETING OF 01/13/16**

ISSUE:

16. Request for Approval of Procurement Under State Price Agreement and Bernalillo County Water Utility Authority for Vehicle Maintenance Services Specifications for Environmental Services to Exceed the Amount of \$50,000; Various Vendors. (Lawrence Garcia)

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE: 572400, 520400, 520500 and 530850

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

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

4-13-15

**ACTION SHEET
PUBLIC UTILITES COMMITTEE MEETING 12/2/15**

ISSUE NO. 17

Request to procure vehicle repair, maintenance and service via Albuquerque Bernalillo Water Authority, Bid No.B201500036. (Lawrence Garcia)

Public Utilities Committee – 12/2/15
Finance Committee – 12/14/15
City Council – 1/13/16

PUBLIC UTILITIES COMMITTEE ACTION: Approved to forward to 12/14/15 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR MAESTAS	X		
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	Excused		
COUNCILOR IVES	X		

City of Santa Fe, New Mexico

memo

Date: December 2, 2015

To: Public Utilities Committee

Via: Shirlene Sitton, Environmental Services Division Director *SS*
Nick Schiavo, Water Division & Public Utilities Department Director *NSA*

From: Lawrence Garcia, Environmental Services Division Project Administrator *LG*

RE: Request to use the Albuquerque Bernalillo County Water Utility Authority contract number B2015000036 and request to spend over \$50,000 with said vendors;

The Environmental Service Division ("Division") is requesting the use of the Albuquerque Bernalillo County Water Utility Authority ("Water Authority") contract for general vehicle repairs, vehicle parts and maintenance of City owned vehicles and equipment. The Water Authority has awarded the agreement to over 50 vendors that we use for services throughout the year. The awarded vendors below are projected to exceed fifty thousand dollars (\$50,000) for repair and maintenance by year ending 6/30/16.

Rocky Mountain Cummins
Clark Truck Equipment

Rush Truck Center
All State Hydraulics

The use of the price Agreement and the approval for procurement over fifty thousand (\$50,000) of the aforementioned Agreement will help to accelerate the process related to procuring inventory and installing/repairing small and large equipment.

The Division will utilize the local vendors for this procurement when possible.

Funding for repairs and maintenance of vehicles and heavy equipment is available in all participating business units under line items 572400, 520400, 520500, and 530850.

REQUESTED ACTION:

Please approve the use of the aforementioned Water Authority Agreement and the authority to purchase over fifty thousand (\$50,000) within fiscal year 15/16. The pricing within this contract is competitive and in the best interest of the City of Santa Fe.

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Bernalillo County Water Utility Authority

Procurement Title: Vehicle Maintenance Services Specifications B2015000036

Other Methods: State Price Agreement Cooperative Sole Source Exempt Other

Department Requesting/Staff Member Public Utilities/Environmental Services Division (Lawrence Garcia)

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 type="checkbox"/>	<input checked="" type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input checked="" 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
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	Other: _____

Lawrence Garcia Project Administrator

Department Rep Printed Name and Title

Lawrence Garcia

Department Rep Signature attesting that all information included

[Signature] 12/7/15
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
<input type="checkbox"/>	<input checked="" 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
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval of exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	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.

Lawrence Garcia Project Administrator
Department Rep Printed Name and Title


Department Rep Signature attesting that all information included

*

Bid Results Approval

B2015000036

Vehicle Maintenance

The following are considered responsive bidders that will be awarded contracts.

A line item abstract is attached.

Approved By: Michael Arellano



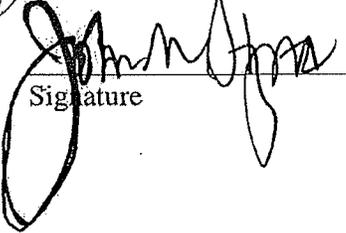
Signature

Approved By: James Olsen, Ph.D



Signature

Approved By: John M. Stomp



Signature

Group 1 OEM Parts & Service

Desert Greens Equipment
Rush Truck Center
Mesa Tractor

Group 2 Non-OEM Parts & Service

Jackson Equipment	The Garage
Action Hose	Master Tech Auto
Alb Brake & Alignment	MCT
Alb Custom Tint & Glass	Mesa Verde Construction
Abq Fleet	Independent Radiator
Christians Auto	Federated Fleet

Group 2 Non-OEM Parts Only

DC Distributing
Enerpulse
Jasper Engines

Groups 1 and 2 Parts & Service

Acme Radiator	U-Joints, Inc
Alb Freightliner	All State Hydraulics
Bob Turner	Bruckner Truck
Clark Truck Equipment	Corley's
Cummins Rocky Mtn	Don Chalmer's Ford
Dox Auto Repair	Fincham
Gallas Chevrolet	Golden Equipment

Groups 1 & 2 Parts Only

Tifco Industries	Brewer Oil
US Distributing	General Parts
San Loma	Parts Plus

Inland Kenworth	Jiffy Lube
M&M Industries	McBrides
Melloy Dodge	One Stop Two
Pete's Equipment Repair	Premier Tire
Road Machinery	Robert's Truck
Stewart & Stevenson	Titan Machinery
Utility Trailer	Wagner Equipment

Mike:

If the bid result is acceptable, please sign in the appropriate place and have Dr. Olsen sign too. Send this back to me and I will get John Stomp's signature.

Thank you,

Tom Courtin

February 2, 2015



**Water Utility
Authority**

PURCHASE ORDER NO.	
BP000673	
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INQUIRIES TO:
 Albuquerque Bernalillo Water Utility Authority
 PURCHASING SECTION
 PO BOX 568
 ALBUQUERQUE, NM 87103-0568
 PHONE NO: 768-3504

BILL TO:
 ABCWUA
 PO BOX 568
 ALBUQUERQUE, NM 87103-0568

VENDOR:
 CUMMINS ROCKY MOUNTAIN LLC
 390 INTERLOCKEN CRESCENT #200
 BROOMFIELD, CO 80021

SHIP TO:
 VARIOUS DEPARTMENTS
 VARIOUS LOCATIONS
 ALBUQUERQUE, NM 87103

Buyer Name			FOB	Ship Via	Contract Start	Contract Expiration
TOM COURTIN			FOB Destination Freight Included	Common	02/11/2015	02/10/2017
LINE	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
	0.00		VEHICLE MAINTENANCE - PARTS AND SERVICE GROUP 1 - OEM & GROUP 2, NON-OEM OEM AUTHORIZED REPAIR FACILITY (INCLUDING OEM PARTS) AND NON-OEM REPAIR AND PARTS PURCHASES FOR THE FOLLOWING CATEGORIES: -CATEGORY 5 - CLASS 4 TRUCKS (GVWR 14,001 TO 16,000 LBS) -CATEGORY 6 - CLASS 5 TRUCKS (GVWR 16,001 TO 19,500 LBS) -CATEGORY 7 - CLASS 6 TRUCKS (GVWR 19,501 TO 26,000 LBS) -CATEGORY 8 - CLASS 7 TRUCKS (GVWR 26,001 TO 33,000 LBS) -CATEGORY 9 - CLASS 8 TRUCKS (GVWR 33,001 LBS OR OVER) -CATEGORY 10 - NON-ROAD DRIVEN VEHICLES SUCH AS TERRAGATOR -CATEGORY 12 - PARTS AND SUPPLIES ONLY PARTS AND SERVICE RATES FOR BOTH OEM SERVICE WITH PARTS AND NON-OEM SERVICE AND PARTS PURCHASES:	\$0.00	\$0.00	



Water Utility Authority

PURCHASE ORDER NO.	
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 BROOMFIELD, CO 80021

SHIP TO:
 VARIOUS DEPARTMENTS
 VARIOUS LOCATIONS
 ALBUQUERQUE, NM 87103

Buyer Name TOM COURTIN		FOB FOB Destination Freight Included	Ship Via Common	Contract Start 02/11/2015	Contract Expiration 02/10/2017
LINE	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			*PERCENTAGE OF DISCOUNT FROM CURRENT MANUFACTURERS' PUBLISHED CATALOGUE LIST PRICE FOR PARTS/SUPPLIES USED DURING REPAIRS - 10% *PERCENTAGE OF DISCOUNT FROM CURRENT MANUFACTURERS' PUBLISHED CATALOGUE LIST PRICE FOR PARTS/SUPPLIES PURCHASED BY THE WATER AUTHORITY - 10% *FLAT HOURLY RATE FOR SERVICE - \$99.00 *DIAGNOSTIC FEE: - \$211.86 CONTRACT PERIOD: 02/11/2015 - 02/10/2017 THIS CONTRACT MAY BE EXTENDED FOR ONE (1) ADDITIONAL TWO-YEAR PERIOD, OR ANY PART OF A TWO YEAR PERIOD UPON MUTUAL AGREEMENT OF THE VENDOR AND THE WATER AUTHORITY. INVOICING: INVOICES SHOULD CONTAIN THE FOLLOWING INFORMATION: PROCUREMENT CONTRACT NUMBER (BP#) CONTRACT RELEASE ORDER (BR#) NUMBER DEPARTMENT AND DIVISION VEHICLE NUMBER VEHICLE MILEAGE OR HOURS WATER CONTACT'S NAME DETAILED DESCRIPTION OF WORK ALONG WITH ITEMIZED PARTS AND LABOR CHARGES		



Water Utility Authority

PURCHASE ORDER NO.	
BP000673	
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INQUIRIES TO:

Albuquerque Bernalillo Water Utility Authority
 PURCHASING SECTION
 PO BOX 568
 ALBUQUERQUE, NM 87103-0568
 PHONE NO: 768-3504

BILL TO:

ABCWUA
 PO BOX 568
 ALBUQUERQUE, NM 87103-0568

VENDOR:

CUMMINS ROCKY MOUNTAIN LLC
 390 INTERLOCKEN CRESCENT #200
 BROOMFIELD, CO 80021

SHIP TO:

VARIOUS DEPARTMENTS
 VARIOUS LOCATIONS
 ALBUQUERQUE, NM 87103

Buyer Name			FOB	Ship Via	Contract Start	Contract Expiration
TOM COURTIN			FOB Destination Freight Included	Common	02/11/2015	02/10/2017
LINE	QTY	UNIT	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
			INVOICES TO: ABCWUA ATTN: ACCOUNTS PAYABLE PO BOX 568 ALBUQUERQUE, NM 87103-0568 VENDORINVOICES@ABCWUA.ORG CUMMINS CONTACT: STEVE KERNS PHONE NUMBER: 505 247-2441 E-MAIL ADDRESS: steve.kerns@cummins.com WATER CONTACT: MIKE ARELLANO (505) 873-7026 marellano@abcwua.org REF: B2015000036			
					TOTAL	\$0.00

Authorization to Proceed: Purchasing Officer signature on Purchase Order indicates Chief Operating Officer, Chief Financial Officer and Executive Director have reviewed and approved.

Lorraine R. Nunez
 Purchasing Officer

Albuquerque Bernalillo County Water Utility Authority (Water Authority)
TERMS AND CONDITIONS (UNLESS OTHERWISE SPECIFIED)

1. **General:** Award of contract occurs and a binding contract, consisting of the purchase order and its terms and conditions, results when the Water Authority Purchasing Division issues a purchase order in response to a Vendor's offer. These terms and conditions shall apply unless superseded by the specifications, Supplemental Terms, General Instructions, or Terms and Conditions of a Request for Bids or Proposals.
2. **Packing, Shipping and Invoicing:**
Department name AND purchase order number MUST be on all invoices, packages, packing slips, bills of lading, etc.
 - Send invoice original and duplicate to: ABCWUA, Accounting, P. O. Box 568, Albuquerque, NM 87103-0568.
 - The Department's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
3. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.
4. **Discounts:** Prompt payment discounts will not be considered in computing the low offer. Discounts for payment offered will be made a part of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
5. **Taxes:** All offers include any applicable gross receipts taxes unless otherwise specified. The Water Authority will furnish, on request, a non-taxable transaction certificate. Determination of whether the tax is due and payment of the tax is the responsibility of the Vendor. Applicable taxes are to be included in each invoice due and may not be billed more than sixty (60) days after providing the services to which the taxes apply.
6. **Inspection of Plant:** The Water Authority Purchasing Officer, or designee, may inspect, at any reasonable time, the part of the Vendor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
7. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the Water Authority and are in addition to and do not limit any rights afforded to the Water Authority by any other clause of this contract. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
8. **New Material:** All items provided under this contract are to be NEW and of most current production, unless otherwise specified.
9. **Workers' Compensation:** The Vendor agrees to comply with State laws and rules pertaining to workers' compensation benefits for its employees. If the Vendor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this contract may be terminated by the Water Authority.
10. **Default:** The Water Authority reserves the right to cancel all or any part of this contract without cost to the Water Authority if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost incurred by the Water Authority due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the contract 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, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Water Authority 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 and remedies of the Water Authority provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.
11. **Termination for Lack of Appropriations:** Notwithstanding any provision in this contract to the contrary, payments hereunder are contingent upon the Water Authority Board making the necessary appropriations. If sufficient appropriations are not made, this contract may be terminated at the end of the Water Authority's then current fiscal year upon written notice given by the Water Authority to the Vendor. Such event shall not constitute an event of default and all payment obligations of the Water Authority and all of its interest in this Agreement will cease upon the date of termination. The Water Authority's determination regarding appropriations shall be accepted by the Vendor and shall be final.
12. **Termination for Debarment:** The Water Authority shall have the right to terminate the contract without notice upon receipt of a notice of debarment of or ineligibility to receive funds by the Vendor from any agency of the federal government, the State of New Mexico or any other governmental agency.
13. **Termination for Convenience:** The Water Authority may terminate this contract at any time by giving at least thirty (30) days' notice in writing to the Vendor. In such event, the Vendor shall be paid under the terms of the contract for all goods/services provided to and accepted by the Water Authority, if ordered or accepted by the Water Authority prior to the effective date of termination.
14. **Contract Changes:** In no case shall the contract be changed without the prior written approval of the Water Authority's Purchasing Officer.
15. **Assignment:** Neither the contract, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as expressly authorized in writing by the Water Authority's Purchasing Officer, or designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this contract.
16. **Water Authority Furnished Property:** Water Authority furnished property shall be returned to the Water Authority upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
17. **Compliance With Ethics Provisions:** In submitting its offer, the Vendor certifies that he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding and is in compliance with the Ethical Conduct provisions of the City of Albuquerque's Public Purchases Ordinance, §5-5-22 R.O.A. 1994.
18. **Non-discrimination:** performing the contract, the Vendor shall comply 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).
19. **Compliance With Laws:** In performing the contract, the Vendor shall comply with all applicable laws, ordinances and codes of the federal, State and local governments.
20. **Contract Information:** Direct all correspondence or inquiries concerning this contract to: Water Authority Purchasing Division, P.O. Box 568, Albuquerque, New Mexico 87103, or call (505) 768-3547.
21. **Governing Law:** contract is governed by the laws of the State of New Mexico.

IMPORTANT NOTICE: When accepting a hand-carried purchase order, Vendor should call the Purchasing Division to certify validity of the purchase order or request photo identification from the person presenting the purchase order and maintain for its records the driver's license number, social security number, or Water Authority ID number of that person. The Water Authority will not be liable for purchases made by unauthorized individuals. (06/13/2013)

B2015000036

Vehicle Maintenance Services

The Albuquerque Bernalillo County Water Utility Authority ("Water Authority") operates a diverse fleet of vehicles ranging from passenger vehicles and light duty trucks to heavy duty trucks, and "off road" vehicles. Parts and services for vehicles and vehicle maintenance will be requested on an "as needed" / "if needed" basis.

1. SCOPE

The intent of this solicitation is to award contracts to multiple contractors under Category of vehicles (see Section 13.2 for categories) and Groups (OEM authorized repair center and non-OEM repair center) (see Sections 14 and 15 for group definitions) in order to meet the needs of the Water Authority. Contractor(s) will perform full service repairs to major manufacturers' products within the Water Authority fleet profile. Contractor(s) will provide all necessary labor, materials, parts, accessories, assemblies, and/or components to meet OEM (Original Equipment Manufacturer) guidelines and quality. Historically, the annual expenditure for this service is approximately \$3.6 million annually.

Consumable items and services (auto glass, tires, collision repairs, upholstery, etc.) are not included in this bid. They will be bid separately.

2. CONTRACT PERIOD

The contracts resulting from this solicitation will be effective for two (2) years and may be extended for one (1) additional two-year period, or any part of a two year period.

3. DEFINITION OF VEHICLES AND EQUIPMENT

"Light, Medium, and Heavy Duty Vehicles" for the purpose of this specification will be defined as Automobiles, Class 1 through Class 8 vehicles, trailers, and non-road driven vehicles.

4. CONTRACTOR QUALIFICATIONS

- 4.1** Contractor(s) shall have a minimum of five (5) consecutive years in the related repair business and be completely familiar with the specified requirements.
- 4.2** Contractor(s) shall employ technicians with a minimum of two (2) years of experience providing maintenance and repair for the type of equipment being repaired. Unqualified employees are not permitted to provide assistance of any kind under this Contract.
- 4.3** Technicians shall collectively possess the minimum professional certifications in their field for the repair category being repaired. For example: National Institute for Automotive Service Excellence (ASE) Certifications: Engine Repair, Transmission, Suspension and Steering, Brakes, and Electrical / Electronic Systems, etc.
- 4.4** Facilities shall be equipped to diagnose and repair vehicle systems for the group(s) on which the contractor is bidding.

- 4.5 The facility shall have sufficient stock of parts to complete routine service and repair procedures.
- 4.6 Each repair location shall be able to accommodate and secure vehicles while in the process of being repaired or waiting for repairs or parts delivery.
- 4.7 If the Water Authority determines for any reason that the qualifications, actions, or conduct of any particular Contractor(s) employee has violated this Contract, or is otherwise detrimental to the Water Authority, a written notice will be issued to the Contractor. Upon receipt of such notice, the Contractor shall promptly provide a qualified replacement person(s) to provide services under this Contract. Examples of such conduct include, but are not limited to, performing unsatisfactory services, poor customer service, interfering with operations of the Water Authority fleet; or inappropriate behavior towards occupants, other Contractor(s) or subcontractor(s).
- 4.8 Contractor(s) shall not subcontract or use third party companies, or use any other parties to perform these services without written authorization from the Water Authority. Should authorization for such be granted, use of any Subcontractor(s) or other parties will not relieve, release or affect in any manner the Contractor(s) duties, liabilities or obligations under this Contract.

5. CONTRACTOR REQUIREMENTS

- 5.1 Contractor(s) shall provide all necessary parts, supplies, and labor to perform fleet repairs noted herein, in accordance with all the terms, provisions, and manufacturers' recommended requirements of this Contract, as well as meeting all manufacturers' standards.
- 5.2 Repairs shall be made at the Contractor's facility with the vehicle delivered by Water Authority staff or picked up and delivered by the Contractor, as requested by the Water Authority.
- 5.3 When pickup and delivery is requested, the Contractor is responsible for all transportation costs associated with an "operational" vehicle and shall not charge the Water Authority.
- 5.4 All persons who are employed by the Contractor(s), or subcontractor(s), shall have a valid, appropriate class of driver's license in their possession when operating a Water Authority vehicle. A commercial driver's license is required for vehicles over 26,000 lbs and the operator shall have the appropriate endorsement for the type of vehicle being driven.
- 5.5 The Water Authority shall make all towing arrangements in the event a vehicle is "not operational". The Water Authority reserves the right to make the sole determination of "Operational" and "not operational".
- 5.6 Services shall be performed in conformance with all provisions of this Contract, legal statutes, code requirements, industry standards, applicable OEM specifications, and Fleet Services Policies.
- 5.7 **Insurance** shall be provided in the types and amounts shown in Section 29 of the General Terms & Conditions. In addition, **garage and garage keeper insurance is required**. The awarded Contractor(s) shall ensure that an insurance certificate

is sent as noted, and that the Albuquerque Bernalillo County Water Utility Authority is named as additional insured. These insurance requirements shall apply to any subcontractors as well.

Insurance certificates shall be sent to:

ABCWUA
Attn: Purchasing Office
PO Box 568
Albuquerque, NM 87103-0568

6. RESPONSE AND REPAIR TIME REQUIREMENTS

- 6.1 Service request calls placed during normal business hours by an authorized Water Authority representative shall be acknowledged and arrangements for transportation made within twenty-four (24) hours by electronic communication.
- 6.2 Contractor(s) shall request and receive prior authorization to perform and charge for diagnostic testing fees. No additional charges will be allowed for the use of diagnostic equipment.
- 6.3 A written or electronic quotation must be provided and approved by the Water Authority Fleet's authorized representative prior to work being performed. Each quotation shall include parts, materials, and labor hours.
- 6.4 Contractor(s) understand that the vehicles covered under this specification are critical to the Water Authority's fleet operations. Therefore, Contractor(s) shall give priority service to the Water Authority and proceed with authorized work in an expeditious manner to ensure that all work is completed within the agreed upon schedule.
- 6.6 Repairs shall be started within twenty-four (24) hours of approval. Repairs requiring more than two (2) business days will be brought to the attention of the Water Authority authorized representative, including an estimated date/time of completion.
- 6.7 Contractor(s) shall provide a daily status report detailing accurate and complete services provided under this Contract. The report shall be faxed or emailed daily by 4:00 p.m. to the Contact listed for each Water Authority Service Center.

7. INVOICE REQUIREMENTS

- 7.1 All work shall be authorized by a Water Authority representative prior to any work being performed. Contractor(s) shall provide a detailed written quotation prior to work being performed. Unauthorized modifications or additions will not be processed or paid. Contractor(s) shall provide labor hours and discount for parts as indicated in this Contract with invoice.
- 7.2 Supplemental repairs found outside the original scope of work must be pre-approved by an authorized Water Authority representative via electronic communication prior to work being performed. Invoices for unauthorized modifications or additions will not be processed without prior authorization. Contractor(s) shall provide labor hours and discount for parts as indicated in this Contract with invoices.

7.3 At a minimum, invoices shall include the following: identify the Water Authority as the customer, the blanket contract (BP) number, the Water Authority issued blanket release (BR) number, the four (4) or six (6) digit Water Authority equipment number, and a detailed description of work performed along with itemized parts and labor charges for items repaired.

8. INSPECTION AND ACCEPTANCE

Each repair performed under this Contract is subject to a complete inspection by the Water Authority's Fleet Services Division prior to acceptance. Inspection criteria will include, but not be limited to, mechanical integrity, quality, workmanship and materials, and invoice accuracy.

If the repair is unacceptable, the Contractor shall pick up the vehicle within twenty-four (24) hours of being contacted and will correct the deficiencies and return the equipment at no additional cost to the Water Authority. The Water Authority will be the sole determiner of acceptability. No invoices will be processed for payment until repairs are complete and accepted.

9. SAFETY, PRECAUTIONS AND CLEANLINESS

9.1 Contractor(s) shall perform all services in a safe manner for means, methods, techniques, procedures, and safety precautions in connection with performance of these services.

9.2 Contractor(s) shall be responsible for its employees for the execution of services.

9.3 All repairs shall be performed to manufacturers' and or industry standards.

9.4 Contractor(s) shall always follow all local, county, state, and national regulations including OSHA, NFPA requirements, state, local and manufacturer operating procedures and generally accepted procedures for the type of equipment being repaired and the tools used.

9.5 Contractor(s) shall be responsible for implementing all final settings and adjustments in accordance with manufacturer's/owner's/engineer's specifications.

10. VEHICLE STORAGE

The Contractor's repair location must be able to accommodate and secure vehicles (either secured indoors or within a secured, lighted outdoor area) while in the process of being repaired or waiting for repairs or parts delivery.

11. WARRANTY

All non-factory warranty work shall be completed within twenty-four (24) hours. The Contractor shall warranty all labor and installation for a minimum period of six (6) months, and parts and accessories for a period of twelve (12) months. A "NO CHARGE" invoice shall be provided for all warranty repairs detailing: failure, possible cause, parts descriptions, and a detailed description of labor performed.

12. PROMOTIONAL PRICING

Contractor(s) may offer sales promotions to the Water Authority at the Contractor's discretion, for specific services or groups of services within the scope of this Contract.

Sales promotions can include additional rebates, specials, product discounts offered by manufacturers, etc.

13. FLEET PROFILE

13.1 The Water Authority has a very diverse fleet with many manufacturers, makes, and models. The following list represents the major makes that are represented.

AUTOCAR, CHEVROLET, DODGE, CHRYSLER, FORD, FREIGHTLINER, GMC, HONDA, INTERNATIONAL, ISUZU, JEEP, KENWORTH, MACK, MITSUBISHI, NISSAN OSHKOSH, PETERBILT, PONTIAC, STERLING, TOYOTA VOLVO, WHITE/GMC

13.2 The following classifications of vehicles will be available for bid. Contractor(s) must meet the qualifications of this Contract for each classification they bid:

- Category 1: Automobiles; estimated annual expenditures of \$600,000.
- Category 2: Class 1 Trucks (GVWR 0 to 6,000 lbs); estimated annual expenditures of \$600,000.
- Category 3: Class 2 Trucks (GVWR 6,001 to 10,000 lbs); estimated annual expenditures of \$200,000.
- Category 4: Class 3 Trucks (GVWR 10,001 to 14,000 lbs); estimated annual expenditures of \$200,000.
- Category 5: Class 4 Trucks (GVWR 14,001 to 16,000 lbs); estimated annual expenditures of \$200,000.
- Category 6: Class 5 Trucks (GVWR 16,001 to 19,500 lbs); estimated annual expenditures of \$200,000.
- Category 7: Class 6 Trucks (GVWR 19,501 to 26,000 lbs); estimated annual expenditures of \$200,000.
- Category 8: Class 7 Trucks (GVWR 26,001 to 33,000 lbs); estimated annual expenditures of \$200,000.
- Category 9: Class 8 Trucks (GVWR 33,001 lbs or over); estimated annual expenditures of \$800,000.
- Category 10: Non-road driven vehicles such as TerraGator
- Category 11: Trailers – single, double, or triple axels with or without trailer mounted equipment. Contractors will not be working on trailer mounted equipment such as generators, power units, etc. unless authorized by the Water Authority’s Feet Manager.
- Category 12: Parts and supplies only (see Section 14.2.2 and 14.3.2)

14. GROUP 1 - OEM AUTHORIZED REPAIR CENTER

14.1 Contractors bidding in Group 1 will be required to be an OEM warranty repair center using OEM parts and capable of supplying repairs at no cost to the Water Authority while the vehicle is under factory warranty. The Water Authority reserves the right to send no charge warranty repairs to any repair center

authorized by the OEM to perform those repairs, whether or not that contractor is part of this Vehicle Maintenance contract.

14.2 GROUP 1, OEM WARRANTY REQUIREMENTS

14.2.1 Contractor will be an authorized warranty repair center with the OEM manufacturer and capable of submitting all necessary warranty paper work and performing all warranty repairs for the Water Authority at no charge.

14.2.2 Parts will be OEM only, and will maintain all factory warranty qualifications. If parts are used in conjunction with a warranty repair they will be supplied at no cost to the Water Authority.

14.2.3 Technicians will be trained and certified through the OEM to meet requirements for a warranty repair center, and will bill time at no cost to the Water Authority for a warranty repair.

14.2.4 Contractor will be approved to perform factory Recalls and/or Campaigns at the direction of the OEM at no charge to the Water Authority.

14.3 GROUP 1, OEM NON-WARRANTY REPAIR REQUIREMENTS

14.3.1 Repairs needed outside the scope of warranty will require prior authorization as outlined in these specifications.

14.3.2 Parts will be OEM or approved equivalent and will be priced in accordance with the discounts offered on the bid submittal page.

14.3.3 Technicians will be trained and certified through the OEM requirements for a warranty repair center and will bill time according to labor rates offered on the bid submittal page.

14.3.4 Labor times will be in accordance with time standards established in the industry and published in a labor time standards publication.

15. GROUP 2, NON-OEM REPAIR CENTER

15.1 Contractors bidding in Group 2 are not required to be an OEM authorized repair center, but must meet all the qualifications and specifications outlined in Sections 1 through 13 above, and Sections 15.2 through 15.4 as outlined below.

15.2 PARTS REQUIREMENTS

15.2.1 Parts shall be OEM or approved equivalent in quality and fit, and will in no way effect the OEM warranty on the vehicle.

15.2.2 Parts will carry a minimum one-year warranty from the date of invoice to the Water Authority.

15.3 LABOR TIMES AND STANDARDS

15.3.1 Labor will be warranted for a minimum of six (6) months from the date of invoice.

15.3.2 Labor times will be in accordance with established industry time standards and published in a labor time standards publication.

15.4 SHOP REQUIREMENTS

15.4.1 Blue Seal Certification is preferred.

15.4.2 Service center must have the necessary equipment to diagnose and repair the vehicle weight class bid for systems including: engines, transmissions, brakes, steering and suspension, electrical / electronic systems, etc.

15.4.3 The Water Authority reserves the right to inspect any facility proposed to ensure that it meets the stated requirements. Certifications and other documents verifying compliance with requirements shall be submitted with the bid response.

16. Additional parts and labor contracts for related parts and services may be added (at any time) throughout the contact period if it is in the best interest of the Water Authority. **Only the Purchasing Officer, or designee, may add vendors to this contract.**

In order to be considered for addition, a vendor must fill out a bid package, and submit all required documentation.

17. **BID SUBMISSION**

Complete the bid forms for Group 1 and/or Group 2 and upload them as part of your bid submission into Sicomm.

For any bid item selections not being offered, please enter a \$0.00 dollar amount for the price for that bid item, and in the comments section for that bid item, enter "No Bid".

If a "No Charge" is offered for any bid item, enter "No Charge" into the comments section for that bid item.

In the event of a conflict between the bid tabulations in Sicomm and the uploaded bid sheets, the bid sheets shall prevail.

**Group 1
OEM AUTHORIZED REPAIR CENTER
Bid Form**

1. Percentage of discount from current manufacturers' published catalogue list price for parts/supplies used during repairs: _____%
2. Percentage of discount from current manufacturers' published catalogue list price for parts/supplies purchased by the Water Authority: _____%
3. Flat hourly rate for service \$ _____

No minimum hourly charges will be allowed.

4. Diagnostic fee: \$ _____
5. Emission testing, per vehicle: \$ _____
6. Emission retest, per vehicle: \$ _____
7. Categories bid from specifications section 13, page 5 - check all that apply:

1 __, 2 __, 3 __, 4 __, 5 __, 6 __, 7 __, 8 __, 9 __, 10 __, 11 __, 12 __

Other value added services offered if a contract is awarded (i.e., shuttle service; free pickup, free towing, delivery, vehicle washing, etc.). (Use additional sheets if necessary.)

**Group 2
NON-OEM REPAIR CENTER
Bid Form**

1. Percentage of discount from current manufacturers' published catalogue list price for parts/supplies used during repairs: _____%

2. Percentage of discount from current manufacturers' published catalogue list price for parts/supplies purchased by the Water Authority: _____%

3. Flat hourly rate for service \$ _____

No minimum hourly charges will be allowed.

4. Diagnostic fee: \$ _____

5. Emission testing, per vehicle: \$ _____

6. Emission retest, per vehicle: \$ _____

7. Categories bid from specifications section 13, page 5 - check all that apply:

1 __, 2 __, 3 __, 4 __, 5 __, 6 __, 7 __, 8 __, 9 __, 10 __, 11 __, 12 __

Other value added services offered if a contract is awarded (i.e., shuttle service; free pickup, free towing, delivery, vehicle washing, etc.). (Use additional sheets if necessary.)

GARCIA, LAWRENCE M.

From: SANCHEZ, MANUEL N.
Sent: Tuesday, November 17, 2015 11:36 AM
To: GARCIA, LAWRENCE M.
Subject: FW: Contract
Attachments: CCE11172015.pdf

From: Cheryl McCall [<mailto:cmccall@allstatehydraulics.com>]
Sent: Tuesday, November 17, 2015 10:20 AM
To: SANCHEZ, MANUEL N.
Subject: Contract

Hello,

As per your request attached is our contract with the Albuquerque Bernalillo Water Utility Authority. You have our permission utilize the contract.

Please let me know if there is anything else I can help you with and I apologize for the delay in getting this to you sooner. Will you please confirm you received it?

Thank you,

Cheryl



**Water Utility
Authority**

INQUIRIES TO:

Albuquerque Bernalillo Water Utility Authority
PURCHASING SECTION
PO BOX 568
ALBUQUERQUE, NM 87103-0568
PHONE NO: 505-289-3227

PURCHASE ORDER NO.	
BP000713	
Printed 11/09/2015	Page 1

INVOICE TO:

ABCWUA
ATTN: ACCOUNTS PAYABLE
PO BOX 568
ALBUQUERQUE, NM 87103-0568

VENDOR:

ALLSTATE HYDRAULICS INC
3225 VASSAR NE
ALBUQUERQUE, NM 87107

SHIP TO:

VARIOUS DEPARTMENTS
VARIOUS LOCATIONS
ALBUQUERQUE, NM 87103

Buyer Name			FOB	Ship Via	Contract Start	Contract Expiration
TOM COURTIN			FOB Destination Freight Included	Common	02/11/2015	02/10/2017
LINE	QTY	UNIT	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
	0.00				\$0.00	\$0.00
<p>OEM AUTHORIZED REPAIR FACILITY (INCLUDING OEM PARTS) AND NON-OEM REPAIRS AND PARTS PURCHASES FOR THE FOLLOWING CATEGORIES:</p> <p>-CATEGORY 1 - AUTOMOBILES</p> <p>-CATEGORY 2 - CLASS 1 TRUCKS -(GVWR 0 TO 6,000 LBS)</p> <p>-CATEGORY 3 - CLASS 2 TRUCKS (GVWR 6,001 TO 10,000 LBS)</p> <p>-CATEGORY 4 - CLASS 3 TRUCKS (GVWR 10,001 TO 14,000 LBS)</p> <p>-CATEGORY 5 - CLASS 4 TRUCKS (GVWR 14,001 TO 16,000 LBS)</p> <p>-CATEGORY 6 - CLASS 5 TRUCKS (GVWR 16,001 TO 19,500 LBS)</p> <p>-CATEGORY 7 - CLASS 6 TRUCKS (GVWR 19,501 TO 26,000 LBS)</p> <p>-CATEGORY 8 - CLASS 7 TRUCKS (GVWR 26,001 TO 33,000 LBS)</p> <p>-CATEGORY 9 - CLASS 8 TRUCKS (GVWR 33,001 LBS OR OVER)</p> <p>-CATEGORY 10 - NON-ROAD DRIVEN VEHICLES SUCH AS TERRAGATOR</p>						



Water Utility Authority

INQUIRIES TO:

Albuquerque Bernalillo Water Utility Authority
 PURCHASING SECTION
 PO BOX 568
 ALBUQUERQUE, NM 87103-0568
 PHONE NO: 505-289-3227

PURCHASE ORDER NO.	
BP000713	
Printed 11/09/2015	Page 2

INVOICE TO:

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 ATTN: ACCOUNTS PAYABLE
 PO BOX 568
 ALBUQUERQUE, NM 87103-0568

VENDOR:

ALLSTATE HYDRAULICS INC
 3225 VASSAR NE
 ALBUQUERQUE, NM 87107

SHIP TO:

VARIOUS DEPARTMENTS
 VARIOUS LOCATIONS
 ALBUQUERQUE, NM 87103

Buyer Name			FOB	Ship Via	Contract Start	Contract Expiration
TOM COURTIN			FOB Destination Freight Included	Common	02/11/2015	02/10/2017
LINE	QTY	UNIT	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
			-CATEGORY 11 - TRAILERS - SINGLE, DOUBLE, OR TRIPLE AXELS WITH OR WITHOUT TRAILER-MOUNTED EQUIPMENT. CONTRACTORS WILL NOT BE WORKING ON TRAILER MOUNTED EQUIPMENT SUCH AS GENERATORS, POWER UNITS, ETC. UNLESS AUTHORIZED BY THE WATER AUTHORITY'S FLEET MANAGER. -CATEGORY 12 - PARTS AND SUPPLIES ONLY PARTS AND SERVICE RATES FOR BOTH OEM AND NON-OEM SERVICE AND PARTS PURCHASES: *PERCENTAGE OF DISCOUNT FROM CURRENT MANUFACTURERS' PUBLISHED CATALOGUE LIST PRICE FOR PARTS/SUPPLIES USED DURING REPAIRS - 25% *PERCENTAGE OF DISCOUNT FROM CURRENT MANUFACTURERS' PUBLISHED CATALOGUE LIST PRICE FOR PARTS/SUPPLIES PURCHASED BY THE WATER AUTHORITY - 25% *FLAT HOURLY RATE FOR SERVICE - \$85.60 CONTRACT PERIOD: 02/11/2015 - 02/10/2017 THIS CONTRACT MAY BE EXTENDED FOR ONE (1) ADDITIONAL TWO-YEAR PERIOD, OR ANY PART OF A TWO YEAR PERIOD UPON MUTUAL AGREEMENT OF THE VENDOR AND THE WATER AUTHORITY.			



Water Utility Authority

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PURCHASE ORDER NO.	
BP000713	
Printed 11/09/2015	Page 3

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VENDOR:

ALLSTATE HYDRAULICS INC
3225 VASSAR NE
ALBUQUERQUE, NM 87107

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VARIOUS DEPARTMENTS
VARIOUS LOCATIONS
ALBUQUERQUE, NM 87103

Buyer Name			FOB	Ship Via	Contract Start	Contract Expiration
TOM COURTIN			FOB Destination Freight Included	Common	02/11/2015	02/10/2017
LINE	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
			<p>INVOICING: INVOICES SHOULD CONTAIN THE FOLLOWING INFORMATION: PROCUREMENT CONTRACT NUMBER (BP#) CONTRACT RELEASE ORDER (BR#) NUMBER DEPARTMENT AND DIVISION VEHICLE NUMBER VEHICLE MILEAGE OR HOURS WATER CONTACT'S NAME DETAILED DESCRIPTION OF WORK ALONG WITH ITEMIZED PARTS AND LABOR CHARGES</p> <p>INVOICES TO: ABCWUA ATTN: ACCOUNTS PAYABLE PO BOX 568 ALBUQUERQUE, NM 87103-0568 VENDORINVOICES@ABCWUA.ORG</p> <p>ALLSTATE HYDRAULICS CONTACT: CHERYL MCCALL 505-884-3100 OFFICE 505-884-3853 FAX cmccall@allstatehydraulics.com</p> <p>WATER CONTACT: MIKE ARELLANO (505) 289.3468 marellano@abcwua.org</p> <p>REF: B2015000036</p>			



Water Utility Authority

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Albuquerque Bernalillo Water Utility Authority
PURCHASING SECTION
PO BOX 568
ALBUQUERQUE, NM 87103-0568
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PURCHASE ORDER NO.	
BP000713	
Printed 11/09/2015	Page 4

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ALLSTATE HYDRAULICS INC
3225 VASSAR NE
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SHIP TO:

VARIOUS DEPARTMENTS
VARIOUS LOCATIONS
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Buyer Name			FOB	Ship Via	Contract Start	Contract Expiration
TOM COURTIN			FOB Destination Freight Included	Common	02/11/2015	02/10/2017
LINE	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
					TOTAL	\$0.00

Authorization to Proceed: Purchasing Officer signature on Purchase Order indicates Chief Operating Officer, Chief Financial Officer and Executive Director have reviewed and approved.

Lorraine R. Nunez
Purchasing Officer

Albuquerque Bernalillo County Water Utility Authority (Water Authority)
TERMS AND CONDITIONS

IMPORTANT: READ CAREFULLY. FAILURE TO DO SO SHALL NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY TO PERFORM OR DELIVER IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS.

- 1. General:** Contract award occurs and a binding contract results when the Water Authority Purchasing Division issues a purchase order. The Contract consists of the purchase order with these Terms and Conditions and any written offer submitted by the Contractor and accepted by the Water Authority. The Contract may also include specifications and additional terms included in a Request for Bids or Proposals or separate contract, which, in the event of a conflict, take precedence over these Terms and Conditions as specified in those documents.
- 2. Packing, Shipping and Invoicing:** Department name AND purchase order number MUST be on all invoices, packages, packing slips, bills of lading, etc.
 - * The Department's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing slip.
 - * Until delivered to the Water Authority in accordance with the Contract, Contractor will bear all risk of loss or damage. Shipment is F.O.B. Destination unless purchase order states otherwise.
- 3. Delivery and Inspection:** Delivery will be strictly in accordance with the Water Authority's delivery schedule and instructions. Final inspection and acceptance will not be deemed to be a waiver by the Water Authority of its right to (a) cancel, reject or return, at Contractor's risk and expense, all or any portion of the non-conforming goods, services or construction, or (b) make a claim for damages.
- 4. Payment Terms/Discounts:** Payment terms are net thirty (30) days unless otherwise specified in the Contract. Discounts, if offered, will be computed from the date of actual delivery or receipt of invoice, whichever is later.
- 5. Taxes:** All offers include any applicable gross receipts taxes unless otherwise specified. The Water Authority will furnish, on request, a Non-Taxable Transaction Certificate. Determination of whether the tax is due and payment of the tax is the responsibility of the Contractor. Applicable taxes are to be included in each invoice due and may not be billed more than sixty (60) days after providing the goods, services or construction to which the taxes apply.
- 6. Commercial Warranty:** The Contractor agrees that it will provide the Water Authority with the most favorable commercial warranties the Contractor gives to any customer for the goods, services, or construction and that the rights and remedies provided herein shall extend to the Water Authority and are in addition to and do not limit any rights afforded to the Water Authority by law or under this Contract. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability. In the event that the goods, services or construction are found to be defective or fail within the warranty period, Contractor will, at its own expense, promptly repair the defects.
- 7. New Material:** All items provided under this Contract are to be NEW and of most current production, unless otherwise specified.
- 8. Indemnification:** Contractor hereby agrees to indemnify and hold harmless the Water Authority, its Board, officers, agents and employees against any and all damages, claims, expenses or other liability, including attorneys' fees, arising out of any (a) alleged or actual infringement or misappropriation of any copyright, patent, trademark, trade secret or other right based upon the goods, services or construction provided by Contractor pursuant to this Contract; (b) negligence or willful misconduct of Contractor; (c) Contractor's failure to perform fully its obligations herein in a timely manner; or (d) breach of any of Contractor's representations and warranties herein.
- 9. Insurance:** Contractor shall maintain in effect during the term of the Contract, Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance in the amounts and as otherwise specified by the Water Authority. As proof that such insurance is in effect, the Contractor shall furnish certificate(s) of insurance in a form satisfactory to the Water Authority prior to providing goods, services or construction under the Contract.
- 10. Right to Audit:** Contractor shall maintain complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation which sufficiently support all charges under this Contract. Contractor shall retain such records for three (3) years after final payment, or longer if required by law. Authorized representatives of the Water Authority may inspect and copy records pertaining to this Contract at the Contractor's business office during normal business hours. Contractor shall include this audit provision in any subcontracts that it may issue under this Contract.
- 11. Default:** The Water Authority reserves the right to cancel all or any part of this Contract without cost to the Water Authority if the Contractor fails to meet the provisions of this Contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost incurred by the Water Authority due to the Contractor's default. The Contractor shall not be liable if failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Water Authority shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources. The rights and remedies of the Water Authority provided in this paragraph shall not be exclusive and are in addition to and do not limit any rights afforded to the Water Authority by law or under this Contract.
- 12. Termination for Lack of Appropriations:** Notwithstanding any provision in this Contract to the contrary, payments hereunder are contingent upon the Water Authority Board making the necessary appropriations. If sufficient appropriations are not made, this Contract may be terminated at the end of the Water Authority's then current fiscal year upon written notice given by the Water Authority to the Contractor. Such event shall not constitute an event of default and all payment obligations of the Water Authority and all of its interest in this Contract will cease upon the date of termination. The Water Authority's determination regarding appropriations shall be accepted by the Contractor and shall be final.
- 13. Termination for Convenience:** The Water Authority may terminate this Contract at any time by giving at least thirty (30) days notice in writing to the Contractor. In such event, the Contractor shall be paid under the terms of the Contract for all goods, services or construction provided to and accepted by the Water Authority prior to the effective date of termination.
- 14. Termination for Debarment:** The Water Authority shall have the right to terminate the Contract without notice upon receipt of a notice of debarment of, or ineligibility to receive funds by, the Contractor from any federal, state or local agency.
- 15. Assignment/Changes:** Neither the Contract, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Contractor, except as expressly authorized in writing by the Water Authority's Purchasing Officer, or designee. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this Contract. In no case shall the Contract be changed without the prior written approval of the Water Authority's Purchasing Officer.
- 16. Compliance With Ethics Provisions:** The Contractor certifies that (1) it has not, either directly or indirectly, entered into action in restraint of free competitive bidding; (2) it is in compliance with the Ethical Conduct provisions of the City of Albuquerque's Public Purchases Ordinance, Section 5-5-22 R.O.A. 1994; (3) it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract; and (4) it has followed and will continue to follow all requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978.
- 17. Compliance With Laws:** In performing the Contract, the Contractor shall comply with all applicable laws, ordinances and codes of the federal, State and local governments, including, but not limited to, all federal, State and local non-discrimination provisions. Contractor will obtain and maintain, and furnish to the Water Authority upon request, any and all permits, licenses, approvals, certificates and other documents required by the Water Authority, or otherwise required by applicable law.
- 18. Contract Information:** Direct all correspondence or inquiries concerning this Contract to: Water Authority Purchasing Division, P.O. Box 568, Albuquerque, New Mexico 87103, or call (505) 289-3227.
- 19. Governing Law:** This Contract is governed by the laws of the State of New Mexico without regard to principles of conflicts of law. Any and all actions or proceedings relating to the subject matter of this Contract will be subject to the exclusive jurisdiction of State and federal courts located in Bernalillo County, New Mexico.

IMPORTANT NOTICE: When accepting a hand-carried purchase order, Contractor should call the Purchasing Division to certify validity of the purchase order; or request photo identification from the person presenting the purchase order and maintain for its records the Water Authority ID number of that person. The Water Authority will not be liable for purchases made by unauthorized individuals. (Rev. 10/28/2015)

ALLSTATE HYDRAULICS

Group 2
NON-OEM REPAIR CENTER
Bid Form

1. Percentage of discount from current manufacturers' published catalogue list price for parts/supplies used during repairs: 25 %
2. Percentage of discount from current manufacturers' published catalogue list price for parts/supplies purchased by the Water Authority: 25 %
3. Flat hourly rate for service \$ 80.00 per hr. price does not include tax on labor
85.60 with tax included
No minimum hourly charges will be allowed.
4. Diagnostic fee: \$ N/A
5. Emission testing, per vehicle: \$ N/A
6. Emission retest, per vehicle: \$ N/A
7. Categories bid from specifications section 13, page 5 - check all that apply:
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

Other value added services offered if a contract is awarded (i.e., shuttle service; free pickup, free towing, delivery, vehicle washing, etc.). (Use additional sheets if necessary.)

SANCHEZ, MANUEL N.

From: Nunez, Lorraine R. <lnunez@abcwua.org>
Sent: Thursday, September 17, 2015 9:13 AM
To: SANCHEZ, MANUEL N.
Cc: Courtin, Thomas K.
Subject: Vehicle Maintenance B2015000036

Mr. Sanchez: In accordance with our discussion this morning, the City of Santa Fe is allowed to utilize the Water Authority's solicitation for Vehicle Maintenance Services and resultant contract with Cummins Rocky Mountain LLC.

If you have any further questions, please feel free to contact Tom Courtin, Senior Buyer, or myself.

Thank you.

Lorraine R. Nuñez, Chief Procurement Officer
Albuquerque Bernalillo County Water Utility Authority
P.O. Box 568
Albuquerque, NM 87103-0568
lnunez@abcwua.org
(505) 289-3230 Office phone
(505) 289-3249 Office fax

SANCHEZ, MANUEL N.

From: WalkerK@RushEnterprises.Com
Sent: Thursday, October 29, 2015 4:30 PM
To: SANCHEZ, MANUEL N.; SANCHEZ, MANUEL N.
Cc: ArreolaC@RushEnterprises.com; PadillaA@RushEnterprises.com;
CaseT@RushEnterprises.com; NidelM@RushEnterprises.com
Subject: Rush Albuquerque - Piggyback options for purchasing
Attachments: 201510291557.pdf; Contracts - Buyboard 2015.pdf

Hello Manuel,

Attached are 2 separate options for establishing a current contract to purchase from. The first attachment is a copy of our agreement with ABCWUA along with a vendor authorization letter if you wish to establish from that option.

The second attachment is our current Buyboard agreement. COA currently purchases parts/service and trucks from this contract. I only included the relevant pages as pertains to piggybacking as this agreement is roughly 100 pages long of miscellaneous information.

Regardless of what these agreements stipulate, we can easily honor your current parts/labor pricing.

Please review and you can give me a call or email with any questions.

Thanks,
k.w.

Kevin C. Walker

General Manager

Rush Truck Center – Albuquerque | 6521 Hanover Rd NW | Albuquerque, New Mexico 87121

Toll Free: 800-357-6643 | Direct: 505-839-3603 | Cell: 832-489-9447 | Fax: 505-839-3697

www.walkertruckcenters.com | [truckcenters.com](http://www.truckcenters.com) | [rushalbuquerque.com](http://www.rushalbuquerque.com)



- *Member of the New Mexico Trucking Association
- *Member of the Associated Contractors of New Mexico
- *Member of the New Mexico Movers and Warehousemen's Association

GARCIA, LAWRENCE M.

From: SANCHEZ, MANUEL N.
Sent: Tuesday, November 17, 2015 11:36 AM
To: GARCIA, LAWRENCE M.
Subject: FW: Contract
Attachments: CCE11172015.pdf

From: Cheryl McCall [<mailto:cmccall@alstatehydraulics.com>]
Sent: Tuesday, November 17, 2015 10:20 AM
To: SANCHEZ, MANUEL N.
Subject: Contract

Hello,

As per your request attached is our contract with the Albuquerque Bernalillo Water Utility Authority. You have our permission utilize the contract.

Please let me know if there is anything else I can help you with and I apologize for the delay in getting this to you sooner. Will you please confirm you received it?

Thank you,

Cheryl



Water Utility Authority

INQUIRIES TO:

Albuquerque Bernalillo Water Utility Authority
 PURCHASING SECTION
 PO BOX 568
 ALBUQUERQUE, NM 87103-0568
 PHONE NO: 505-289-3227

PURCHASE ORDER NO.	
BP000700	
Printed 11/09/2015	Page 1

INVOICE TO:

ABCWUA
 ATTN: ACCOUNTS PAYABLE
 PO BOX 568
 ALBUQUERQUE, NM 87103-0568

VENDOR:

RUSH TRUCK CENTERS OF NEW MEXICO
 RUSH TRUCK CENTER ALBUQUERQUE
 6521 HANOVER RD NW
 ALBUQUERQUE, NM 87121

SHIP TO:

VARIOUS DEPARTMENTS
 VARIOUS LOCATIONS
 ALBUQUERQUE, NM 87103

Buyer Name			FOB	Ship Via	Contract Start	Contract Expiration
TOM COURTIN			FOB Destination Freight Included	Common	02/11/2015	02/10/2017
LINE	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
	0.00		OEM AUTHORIZED REPAIR AND PARTS FACILITY FOR THE FOLLOWING CATEGORIES: -CATEGORY 6 - CLASS 5 TRUCKS (GVWR 16,001 TO 19,500 LBS) -CATEGORY 7 - CLASS 6 TRUCKS (GVWR 19,501 TO 26,000 LBS) -CATEGORY 8 - CLASS 7 TRUCKS (GVWR 26,001 TO 33,000 LBS) -CATEGORY 9 - CLASS 8 TRUCKS (GVWR 33,001 LBS OR OVER) -CATEGORY 11 - TRAILERS - SINGLE, DOUBLE, OR TRIPLE AXELS WITH OR WITHOUT TRAILER MOUNTED EQUIPMENT -CATEGORY 12 - PARTS AND SUPPLIES OEM PARTS AND SERVICE RATES: *PERCENTAGE OF DISCOUNT FROM CURRENT MANUFACTURERS' PUBLISHED CATALOGUE LIST PRICE FOR PARTS/SUPPLIES USED DURING REPAIRS - 15% *PERCENTAGE OF DISCOUNT FROM CURRENT MANUFACTURERS' PUBLISHED CATALOGUE LIST PRICE FOR PARTS/SUPPLIES PURCHASED BY THE WATER AUTHORITY - 15%	\$0.00	\$0.00	



Water Utility Authority

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Albuquerque Bernalillo Water Utility Authority
 PURCHASING SECTION
 PO BOX 568
 ALBUQUERQUE, NM 87103-0568
 PHONE NO: 505-289-3227

PURCHASE ORDER NO.	
BP000700	
Printed 11/09/2015	Page 2

INVOICE TO:

ABCWUA
 ATTN: ACCOUNTS PAYABLE
 PO BOX 568
 ALBUQUERQUE, NM 87103-0568

VENDOR:

RUSH TRUCK CENTERS OF NEW MEXICO
 RUSH TRUCK CENTER ALBUQUERQUE
 6521 HANOVER RD NW
 ALBUQUERQUE, NM 87121

SHIP TO:

VARIOUS DEPARTMENTS
 VARIOUS LOCATIONS
 ALBUQUERQUE, NM 87103

Buyer Name			FOB	Ship Via	Contract Start	Contract Expiration
TOM COURTIN			FOB Destination Freight Included	Common	02/11/2015	02/10/2017
LINE	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
			*FLAT HOURLY RATE FOR SERVICE - \$120.00 *DIAGNOSTIC FEE - \$120.00 CONTRACT PERIOD: 02/11/2015 - 02/10/2017 THIS CONTRACT MAY BE EXTENDED FOR ONE (1) ADDITIONAL TWO-YEAR PERIOD, OR ANY PART OF A TWO YEAR PERIOD UPON MUTUAL AGREEMENT BETWEEN THE VENDOR AND THE WATER AUTHORITY. INVOICING: INVOICES SHOULD CONTAIN THE FOLLOWING INFORMATION: PROCUREMENT CONTRACT NUMBER (BP#) CONTRACT RELEASE ORDER (BR#) NUMBER DEPARTMENT AND DIVISION WATER AUTHORITY EQUIPMENT NUMBER AND MILEAGE OR HOURS WATER CONTACT'S NAME DETAILED DESCRIPTION OF WORK ALONG WITH ITEMIZED PARTS AND LABOR CHARGES INVOICES TO: ABCWUA ATTN: ACCOUNTS PAYABLE PO BOX 568 ALBUQUERQUE, NM 87103-0568 VENDORINVOICES@ABCWUA.ORG RUSH TRUCK CENTER CONTACT: KEVIN WALKER (505) 875-3410 WALKERK@RUSH-ENTERPRISES.COM			



Water Utility Authority

INQUIRIES TO:

Albuquerque Bernalillo Water Utility Authority
PURCHASING SECTION
PO BOX 568
ALBUQUERQUE, NM 87103-0568
PHONE NO: 505-289-3227

PURCHASE ORDER NO.	
BP000700	
Printed 11/09/2015	Page 3

INVOICE TO:

ABCWUA
ATTN: ACCOUNTS PAYABLE
PO BOX 568
ALBUQUERQUE, NM 87103-0568

VENDOR:

RUSH TRUCK CENTERS OF NEW MEXICO
RUSH TRUCK CENTER ALBUQUERQUE
6521 HANOVER RD NW
ALBUQUERQUE, NM 87121

SHIP TO:

VARIOUS DEPARTMENTS
VARIOUS LOCATIONS
ALBUQUERQUE, NM 87103

Buyer Name			FOB	Ship Via	Contract Start	Contract Expiration
TOM COURTIN			FOB Destination Freight Included	Common	02/11/2015	02/10/2017
LINE	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
			WATER CONTACT: MIKE ARELLANO (505) 289-3468 marellano@abcwua.org REF: B2015000036			
TOTAL						\$0.00

Authorization to Proceed: Purchasing Officer signature on Purchase Order indicates Chief Operating Officer, Chief Financial Officer and Executive Director have reviewed and approved.

Lorraine R. Nunez
Purchasing Officer

Albuquerque Bernalillo County Water Utility Authority (Water Authority)
TERMS AND CONDITIONS

IMPORTANT: READ CAREFULLY. FAILURE TO DO SO SHALL NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY TO PERFORM OR DELIVER IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS.

- 1. General:** Contract award occurs and a binding contract results when the Water Authority Purchasing Division issues a purchase order. The Contract consists of the purchase order with these Terms and Conditions and any written offer submitted by the Contractor and accepted by the Water Authority. The Contract may also include specifications and additional terms included in a Request for Bids or Proposals or separate contract, which, in the event of a conflict, take precedence over these Terms and Conditions as specified in those documents.
- 2. Packing, Shipping and Invoicing:** Department name AND purchase order number MUST be on all invoices, packages, packing slips, bills of lading, etc.
 - * The Department's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing slip.
 - * Until delivered to the Water Authority in accordance with the Contract, Contractor will bear all risk of loss or damage. Shipment is F.O.B. Destination unless purchase order states otherwise.
- 3. Delivery and Inspection:** Delivery will be strictly in accordance with the Water Authority's delivery schedule and instructions. Final inspection and acceptance will not be deemed to be a waiver by the Water Authority of its right to (a) cancel, reject or return, at Contractor's risk and expense, all or any portion of the non-conforming goods, services or construction, or (b) make a claim for damages.
- 4. Payment Terms/Discounts:** Payment terms are net thirty (30) days unless otherwise specified in the Contract. Discounts, if offered, will be computed from the date of actual delivery or receipt of invoice, whichever is later.
- 5. Taxes:** All offers include any applicable gross receipts taxes unless otherwise specified. The Water Authority will furnish, on request, a Non-Taxable Transaction Certificate. Determination of whether the tax is due and payment of the tax is the responsibility of the Contractor. Applicable taxes are to be included in each invoice due and may not be billed more than sixty (60) days after providing the goods, services or construction to which the taxes apply.
- 6. Commercial Warranty:** The Contractor agrees that it will provide the Water Authority with the most favorable commercial warranties the Contractor gives to any customer for the goods, services, or construction and that the rights and remedies provided herein shall extend to the Water Authority and are in addition to and do not limit any rights afforded to the Water Authority by law or under this Contract. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability. In the event that the goods, services or construction are found to be defective or fail within the warranty period, Contractor will, at its own expense, promptly repair the defects.
- 7. New Material:** All items provided under this Contract are to be NEW and of most current production, unless otherwise specified.
- 8. Indemnification:** Contractor hereby agrees to indemnify and hold harmless the Water Authority, its Board, officers, agents and employees against any and all damages, claims, expenses or other liability, including attorneys' fees, arising out of any (a) alleged or actual infringement or misappropriation of any copyright, patent, trademark, trade secret or other right based upon the goods, services or construction provided by Contractor pursuant to this Contract; (b) negligence or willful misconduct of Contractor; (c) Contractor's failure to perform fully its obligations herein in a timely manner; or (d) breach of any of Contractor's representations and warranties herein.
- 9. Insurance:** Contractor shall maintain in effect during the term of the Contract, Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance in the amounts and as otherwise specified by the Water Authority. As proof that such insurance is in effect, the Contractor shall furnish certificate(s) of insurance in a form satisfactory to the Water Authority prior to providing goods, services or construction under the Contract.
- 10. Right to Audit:** Contractor shall maintain complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation which sufficiently support all charges under this Contract. Contractor shall retain such records for three (3) years after final payment, or longer if required by law. Authorized representatives of the Water Authority may inspect and copy records pertaining to this Contract at the Contractor's business office during normal business hours. Contractor shall include this audit provision in any subcontracts that it may issue under this Contract.
- 11. Default:** The Water Authority reserves the right to cancel all or any part of this Contract without cost to the Water Authority if the Contractor fails to meet the provisions of this Contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost incurred by the Water Authority due to the Contractor's default. The Contractor shall not be liable if failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Water Authority shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources. The rights and remedies of the Water Authority provided in this paragraph shall not be exclusive and are in addition to and do not limit any rights afforded to the Water Authority by law or under this Contract.
- 12. Termination for Lack of Appropriations:** Notwithstanding any provision in this Contract to the contrary, payments hereunder are contingent upon the Water Authority Board making the necessary appropriations. If sufficient appropriations are not made, this Contract may be terminated at the end of the Water Authority's then current fiscal year upon written notice given by the Water Authority to the Contractor. Such event shall not constitute an event of default and all payment obligations of the Water Authority and all of its interest in this Contract will cease upon the date of termination. The Water Authority's determination regarding appropriations shall be accepted by the Contractor and shall be final.
- 13. Termination for Convenience:** The Water Authority may terminate this Contract at any time by giving at least thirty (30) days notice in writing to the Contractor. In such event, the Contractor shall be paid under the terms of the Contract for all goods, services or construction provided to and accepted by the Water Authority prior to the effective date of termination.
- 14. Termination for Debarment:** The Water Authority shall have the right to terminate the Contract without notice upon receipt of a notice of debarment of, or ineligibility to receive funds by, the Contractor from any federal, state or local agency.
- 15. Assignment/Changes:** Neither the Contract, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Contractor, except as expressly authorized in writing by the Water Authority's Purchasing Officer, or designee. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this Contract. In no case shall the Contract be changed without the prior written approval of the Water Authority's Purchasing Officer.
- 16. Compliance With Ethics Provisions:** The Contractor certifies that (1) it has not, either directly or indirectly, entered into action in restraint of free competitive bidding; (2) it is in compliance with the Ethical Conduct provisions of the City of Albuquerque's Public Purchases Ordinance, Section 5-5-22 R.O.A. 1994; (3) it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract; and (4) it has followed and will continue to follow all requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978.
- 17. Compliance With Laws:** In performing the Contract, the Contractor shall comply with all applicable laws, ordinances and codes of the federal, State and local governments, including, but not limited to, all federal, State and local non-discrimination provisions. Contractor will obtain and maintain, and furnish to the Water Authority upon request, any and all permits, licenses, approvals, certificates and other documents required by the Water Authority, or otherwise required by applicable law.
- 18. Contract Information:** Direct all correspondence or inquiries concerning this Contract to: Water Authority Purchasing Division, P.O. Box 568, Albuquerque, New Mexico 87103, or call (505) 289-3227.
- 19. Governing Law:** This Contract is governed by the laws of the State of New Mexico without regard to principles of conflicts of law. Any and all actions or proceedings relating to the subject matter of this Contract will be subject to the exclusive jurisdiction of State and federal courts located in Bernalillo County, New Mexico.

IMPORTANT NOTICE: When accepting a hand-carried purchase order, Contractor should call the Purchasing Division to certify validity of the purchase order; or request photo identification from the person presenting the purchase order and maintain for its records the Water Authority ID number of that person. The Water Authority will not be liable for purchases made by unauthorized individuals. (Rev. 10/28/2015)

RUSH TRUCK CENTER

Group 1 OEM AUTHORIZED REPAIR CENTER Bid Form

1. Percentage of discount from current manufacturers' published catalogue list price for parts/supplies used during repairs: 15 %
2. Percentage of discount from current manufacturers' published catalogue list price for parts/supplies purchased by the Water Authority: 15 %
3. Flat hourly rate for service \$ 120.00

No minimum hourly charges will be allowed.

4. Diagnostic fee: \$ 120.00
5. Emission testing, per vehicle: \$ 0.00
6. Emission retest, per vehicle: \$ 0.00

7. Categories bid from specifications section 13, page 5 - check all that apply:

1 , 2 , 3 , 4 , 5 , 6 , 7 , 8 , 9 , 10 , 11 , 12

Other value added services offered if a contract is awarded (i.e., shuttle service; free pickup, free towing, delivery, vehicle washing, etc.). (Use additional sheets if necessary.)

SANCHEZ, MANUEL N.

From: Don Clark <don@cte-nm.com>
Sent: Wednesday, November 11, 2015 4:57 PM
To: SANCHEZ, MANUEL N.
Subject: Piggy backing contracts

You inquired if you could piggy back of City of Albuquerque Water parts and labor contract. Answer ,yes, certainly. They piggy backed off our State of NM contract for Parts and labor so its all the same. Don clark



Water Utility Authority

INQUIRIES TO:

Albuquerque Bernalillo Water Utility Authority
 PURCHASING SECTION
 PO BOX 568
 ALBUQUERQUE, NM 87103-0568
 PHONE NO: 505-289-3227

PURCHASE ORDER NO.	
BP000693	
Printed: 11/09/2015	Page 1

INVOICE TO:

ABCWUA
 ATTN: ACCOUNTS PAYABLE
 PO BOX 568
 ALBUQUERQUE, NM 87103-0568

VENDOR:

CLARK TRUCK EQUIPMENT CO INC
 PO BOX 3483
 ALBUQUERQUE, NM 87190

SHIP TO:

VARIOUS DEPARTMENTS
 VARIOUS LOCATIONS
 ALBUQUERQUE, NM 87103

Buyer Name			FOB	Ship Via	Contract Start	Contract Expiration
TOM COURTIN			FOB Destination Freight Included	Common	02/11/2015	02/10/2017
LINE	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
	0.00		OEM AUTHORIZED REPAIR FACILITY (INCLUDING OEM PARTS) AND NON-OEM REPAIR AND PARTS PURCHASES FOR THE FOLLOWING CATEGORIES: -CATEGORY 1 - AUTOMOBILES -CATEGORY 2 - CLASS 1 TRUCKS (GVWR 0 TO 6,000 LBS) -CATEGORY 3 - CLASS 2 TRUCKS (GVWR 6,001 TO 10,000 LBS) -CATEGORY 4 - CLASS 3 TRUCKS (GVWR 10,001 TO 14,000 LBS) -CATEGORY 5 - CLASS 4 TRUCKS (GVWR 14,001 TO 16,000 LBS) -CATEGORY 6 - CLASS 5 TRUCKS (GVWR 16,001 TO 19,500 LBS) -CATEGORY 7 - CLASS 6 TRUCKS (GVWR 19,501 TO 26,000 LBS) -CATEGORY 8 - CLASS 7 TRUCKS (GVWR 26,001 TO 33,000 LBS) -CATEGORY 9 - CLASS 8 TRUCKS (GVWR 33,001 LBS OR OVER) -CATEGORY 10 - NON-ROAD DRIVEN VEHICLES SUCH AS TERRAGATOR	\$0.00	\$0.00	



Water Utility Authority

INQUIRIES TO:

Albuquerque Bernalillo Water Utility Authority
 PURCHASING SECTION
 PO BOX 568
 ALBUQUERQUE, NM 87103-0568
 PHONE NO: 505-289-3227

PURCHASE ORDER NO.	
BP000693	
Printed 11/09/2015	Page 2

INVOICE TO:

ABCWUA
 ATTN: ACCOUNTS PAYABLE
 PO BOX 568
 ALBUQUERQUE, NM 87103-0568

VENDOR:

CLARK TRUCK EQUIPMENT CO INC
 PO BOX 3483
 ALBUQUERQUE, NM 87190

SHIP TO:

VARIOUS DEPARTMENTS
 VARIOUS LOCATIONS
 ALBUQUERQUE, NM 87103

Buyer Name			FOB	Ship Via	Contract Start	Contract Expiration
TOM COURTIN			FOB Destination Freight Included	Common	02/11/2015	02/10/2017
LINE	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
			-CATEGORY 11 - TRAILERS - SINGLE, DOUBLE, OR TRIPLE AXELS WITH OR WITHOUT TRAILER-MOUNTED EQUIPMENT. CONTRACTORS WILL NOT BE WORKING ON TRAILER MOUNTED EQUIPMENT SUCH AS GENERATORS, POWER UNITS, ETC. UNLESS AUTHORIZED BY THE WATER AUTHORITY'S FLEET MANAGER. -CATEGORY 12 - PARTS AND SUPPLIES ONLY PARTS AND SERVICE RATES FOR BOTH OEM SERVICE WITH PARTS AND NON-OEM SERVICE AND PARTS PURCHASES: *PERCENTAGE OF DISCOUNT FROM CURRENT MANUFACTURERS' PUBLISHED CATALOGUE LIST PRICE FOR PARTS/SUPPLIES USED DURING REPAIRS - VARIES SEE PRICE SHEETS. VENDOR TO PROVIDE NEW PRICE SHEETS AS THEY ARE UPDATED TO MIKE ARELLANO, marellano@abcwua.org AND TAMI GARCIA, TGarcia@abcwua.org *PERCENTAGE OF DISCOUNT FROM CURRENT MANUFACTURERS' PUBLISHED CATALOGUE LIST PRICE FOR PARTS/SUPPLIES PURCHASED BY THE WATER AUTHORITY - VARIES SEE PRICE SHEETS. VENDOR TO PROVIDE NEW PRICE SHEETS AS THEY ARE UPDATED TO MIKE ARELLANO, marellano@abcwua.org AND TAMI GARCIA, TGarcia@abcwua.org *FLAT HOURLY RATE FOR SERVICE - \$86.67 PLUS TAX			



**Water Utility
Authority**

INQUIRIES TO:

Albuquerque Bernalillo Water Utility Authority
PURCHASING SECTION
PO BOX 568
ALBUQUERQUE, NM 87103-0568
PHONE NO: 505-289-3227

PURCHASE ORDER NO.	
BP000693	
Printed 11/09/2015	Page 3

INVOICE TO:

ABCWUA
ATTN: ACCOUNTS PAYABLE
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ALBUQUERQUE, NM 87103-0568

VENDOR:

CLARK TRUCK EQUIPMENT CO INC
PO BOX 3483
ALBUQUERQUE, NM 87190

SHIP TO:

VARIOUS DEPARTMENTS
VARIOUS LOCATIONS
ALBUQUERQUE, NM 87103

Buyer Name			FOB	Ship Via	Contract Start	Contract Expiration
TOM COURTIN			FOB Destination Freight Included	Common	02/11/2015	02/10/2017
LINE	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
			*DIAGNOSTIC FEE: - \$86.67 PER HOUR CONTRACT PERIOD: 02/11/2015 - 02/10/2017 THIS CONTRACT MAY BE EXTENDED FOR ONE (1) ADDITIONAL TWO-YEAR PERIOD, OR ANY PART OF A TWO YEAR PERIOD UPON MUTUAL AGREEMENT OF THE VENDOR AND THE WATER AUTHORITY. INVOICING: INVOICES SHOULD CONTAIN THE FOLLOWING INFORMATION: PROCUREMENT CONTRACT NUMBER (BP#) CONTRACT RELEASE ORDER (BR#) NUMBER DEPARTMENT AND DIVISION VEHICLE NUMBER VEHICLE MILEAGE OR HOURS WATER CONTACT'S NAME DETAILED DESCRIPTION OF WORK ALONG WITH ITEMIZED PARTS AND LABOR CHARGES INVOICES TO: ABCWUA ATTN: ACCOUNTS PAYABLE PO BOX 568 ALBUQUERQUE, NM 87103-0568 VENDORINVOICES@ABCWUA.ORG CLARK TRUCK CONTACT: KEVIN STACY PHONE NUMBER: (505) 880-8222 FAX NUMBER: (505) 880-8288 E-MAIL ADDRESS:			



Water Utility Authority

INQUIRIES TO:

Albuquerque Bernalillo Water Utility Authority
PURCHASING SECTION
PO BOX 568
ALBUQUERQUE, NM 87103-0568
PHONE NO: 505-289-3227

PURCHASE ORDER NO.	
BP000693	
Printed 11/09/2015	Page 4

INVOICE TO:

ABCWUA
ATTN: ACCOUNTS PAYABLE
PO BOX 568
ALBUQUERQUE, NM 87103-0568

VENDOR:

CLARK TRUCK EQUIPMENT CO INC
PO BOX 3483
ALBUQUERQUE, NM 87190

SHIP TO:

VARIOUS DEPARTMENTS
VARIOUS LOCATIONS
ALBUQUERQUE, NM 87103

Buyer Name			FOB	Ship Via	Contract Start	Contract Expiration
TOM COURTIN			FOB Destination Freight Included	Common	02/11/2015	02/10/2017
LINE	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
			KEVIN@CTE-NM.COM			
			WATER CONTACT: MIKE ARELLANO (505) 289-3468 marellano@abcwua.org			
			REF: B2015000036			
TOTAL						\$0.00

Authorization to Proceed: Purchasing Officer signature on Purchase Order indicates Chief Operating Officer, Chief Financial Officer and Executive Director have reviewed and approved.

Lorraine R. Nunez
Purchasing Officer

Albuquerque Bernalillo County Water Utility Authority (Water Authority)
TERMS AND CONDITIONS

IMPORTANT: READ CAREFULLY. FAILURE TO DO SO SHALL NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY TO PERFORM OR DELIVER IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS.

- 1. General:** Contract award occurs and a binding contract results when the Water Authority Purchasing Division issues a purchase order. The Contract consists of the purchase order with these Terms and Conditions and any written offer submitted by the Contractor and accepted by the Water Authority. The Contract may also include specifications and additional terms included in a Request for Bids or Proposals or separate contract, which, in the event of a conflict, take precedence over these Terms and Conditions as specified in those documents.
- 2. Packing, Shipping and Invoicing:** Department name AND purchase order number MUST be on all invoices, packages, packing slips, bills of lading, etc.
 - * The Department's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing slip.
 - * Until delivered to the Water Authority in accordance with the Contract, Contractor will bear all risk of loss or damage. Shipment is F.O.B. Destination unless purchase order states otherwise.
- 3. Delivery and Inspection:** Delivery will be strictly in accordance with the Water Authority's delivery schedule and instructions. Final inspection and acceptance will not be deemed to be a waiver by the Water Authority of its right to (a) cancel, reject or return, at Contractor's risk and expense, all or any portion of the non-conforming goods, services or construction, or (b) make a claim for damages.
- 4. Payment Terms/Discounts:** Payment terms are net thirty (30) days unless otherwise specified in the Contract. Discounts, if offered, will be computed from the date of actual delivery or receipt of invoice, whichever is later.
- 5. Taxes:** All offers include any applicable gross receipts taxes unless otherwise specified. The Water Authority will furnish, on request, a Non-Taxable Transaction Certificate. Determination of whether the tax is due and payment of the tax is the responsibility of the Contractor. Applicable taxes are to be included in each invoice due and may not be billed more than sixty (60) days after providing the goods, services or construction to which the taxes apply.
- 6. Commercial Warranty:** The Contractor agrees that it will provide the Water Authority with the most favorable commercial warranties the Contractor gives to any customer for the goods, services, or construction and that the rights and remedies provided herein shall extend to the Water Authority and are in addition to and do not limit any rights afforded to the Water Authority by law or under this Contract. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability. In the event that the goods, services or construction are found to be defective or fail within the warranty period, Contractor will, at its own expense, promptly repair the defects.
- 7. New Material:** All items provided under this Contract are to be NEW and of most current production, unless otherwise specified.
- 8. Indemnification:** Contractor hereby agrees to indemnify and hold harmless the Water Authority, its Board, officers, agents and employees against any and all damages, claims, expenses or other liability, including attorneys' fees, arising out of any (a) alleged or actual infringement or misappropriation of any copyright, patent, trademark, trade secret or other right based upon the goods, services or construction provided by Contractor pursuant to this Contract; (b) negligence or willful misconduct of Contractor; (c) Contractor's failure to perform fully its obligations herein in a timely manner; or (d) breach of any of Contractor's representations and warranties herein.
- 9. Insurance:** Contractor shall maintain in effect during the term of the Contract, Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance in the amounts and as otherwise specified by the Water Authority. As proof that such insurance is in effect, the Contractor shall furnish certificate(s) of insurance in a form satisfactory to the Water Authority prior to providing goods, services or construction under the Contract.
- 10. Right to Audit:** Contractor shall maintain complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation which sufficiently support all charges under this Contract. Contractor shall retain such records for three (3) years after final payment, or longer if required by law. Authorized representatives of the Water Authority may inspect and copy records pertaining to this Contract at the Contractor's business office during normal business hours. Contractor shall include this audit provision in any subcontracts that it may issue under this Contract.
- 11. Default:** The Water Authority reserves the right to cancel all or any part of this Contract without cost to the Water Authority if the Contractor fails to meet the provisions of this Contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost incurred by the Water Authority due to the Contractor's default. The Contractor shall not be liable if failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Water Authority shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources. The rights and remedies of the Water Authority provided in this paragraph shall not be exclusive and are in addition to and do not limit any rights afforded to the Water Authority by law or under this Contract.
- 12. Termination for Lack of Appropriations:** Notwithstanding any provision in this Contract to the contrary, payments hereunder are contingent upon the Water Authority Board making the necessary appropriations. If sufficient appropriations are not made, this Contract may be terminated at the end of the Water Authority's then current fiscal year upon written notice given by the Water Authority to the Contractor. Such event shall not constitute an event of default and all payment obligations of the Water Authority and all of its interest in this Contract will cease upon the date of termination. The Water Authority's determination regarding appropriations shall be accepted by the Contractor and shall be final.
- 13. Termination for Convenience:** The Water Authority may terminate this Contract at any time by giving at least thirty (30) days notice in writing to the Contractor. In such event, the Contractor shall be paid under the terms of the Contract for all goods, services or construction provided to and accepted by the Water Authority prior to the effective date of termination.
- 14. Termination for Debarment:** The Water Authority shall have the right to terminate the Contract without notice upon receipt of a notice of debarment of, or ineligibility to receive funds by, the Contractor from any federal, state or local agency.
- 15. Assignment/Changes:** Neither the Contract, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Contractor, except as expressly authorized in writing by the Water Authority's Purchasing Officer, or designee. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this Contract. In no case shall the Contract be changed without the prior written approval of the Water Authority's Purchasing Officer.
- 16. Compliance With Ethics Provisions:** The Contractor certifies that (1) it has not, either directly or indirectly, entered into action in restraint of free competitive bidding; (2) it is in compliance with the Ethical Conduct provisions of the City of Albuquerque's Public Purchases Ordinance, Section 5-5-22 R.O.A. 1994; (3) it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract; and (4) it has followed and will continue to follow all requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978.
- 17. Compliance With Laws:** In performing the Contract, the Contractor shall comply with all applicable laws, ordinances and codes of the federal, State and local governments, including, but not limited to, all federal, State and local non-discrimination provisions. Contractor will obtain and maintain, and furnish to the Water Authority upon request, any and all permits, licenses, approvals, certificates and other documents required by the Water Authority, or otherwise required by applicable law.
- 18. Contract Information:** Direct all correspondence or inquiries concerning this Contract to: Water Authority Purchasing Division, P.O. Box 568, Albuquerque, New Mexico 87103, or call (505) 289-3227.
- 19. Governing Law:** This Contract is governed by the laws of the State of New Mexico without regard to principles of conflicts of law. Any and all actions or proceedings relating to the subject matter of this Contract will be subject to the exclusive jurisdiction of State and federal courts located in Bernalillo County, New Mexico.

IMPORTANT NOTICE: When accepting a hand-carried purchase order, Contractor should call the Purchasing Division to certify validity of the purchase order; or request photo identification from the person presenting the purchase order and maintain for its records the Water Authority ID number of that person. The Water Authority will not be liable for purchases made by unauthorized individuals. (Rev. 10/28/2015)

CLARK TRUCK CENTER

Group 1
OEM AUTHORIZED REPAIR CENTER
Bid Form

1. Percentage of discount from current manufacturers' published catalogue list price for parts/supplies used during repairs:

Varies %
See attached

2. Percentage of discount from current manufacturers' published catalogue list price for parts/supplies purchased by the Water Authority:

Varies % see attached

3. Flat hourly rate for service

\$86.67 (81.77% tax)

No minimum hourly charges will be allowed.

4. Diagnostic fee:

\$86.67 per hour

5. Emission testing, per vehicle:

\$ No Bid

6. Emission retest, per vehicle:

\$ No Bid

7. Categories bid from specifications section 13, page 5 - check all that apply:

1 X, 2 X, 3 X, 4 X, 5 X, 6 X, 7 X, 8 X, 9 X, 10 X, 11 X, 12 X

Other value added services offered if a contract is awarded (i.e., shuttle service; free pickup, free towing, delivery, vehicle washing, etc.). (Use additional sheets if necessary.)

<u>Certified welding</u>			
<u>Fabrication</u>			

**Group 2
NON-OEM REPAIR CENTER
Bid Form**

1. Percentage of discount from current manufacturers' published catalogue list price for parts/supplies used during repairs:

*Various %
see attached*

2. Percentage of discount from current manufacturers' published catalogue list price for parts/supplies purchased by the Water Authority:

Various % see attached

3. Flat hourly rate for service

\$ 86.67 (81⁼⁼ + 7% tax)

No minimum hourly charges will be allowed.

4. Diagnostic fee:

\$ 86.67 per hour

5. Emission testing, per vehicle:

\$ No Bid

6. Emission retest, per vehicle:

\$ No Bid

7. Categories bid from specifications section 13, page 5 - check all that apply:

1 X 2 X 3 X 4 X 5 X 6 X 7 X 8 X 9 X 10 X 11 X 12 X

Other value added services offered if a contract is awarded (i.e., shuttle service; free pickup, free towing, delivery, vehicle washing, etc.). (Use additional sheets if necessary.)

<i>Certified Welding</i>			
<i>Fabrication</i>			