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**City of Las Cruces**<sup>®</sup>  
 PEOPLE HELPING PEOPLE

**Council Action and Executive Summary**

Item # 12

Ordinance/Resolution #09-10-543

Council District: N/A

For Meeting of May 3, 2010  
 (Adoption Date)

**TITLE:**

**A RESOLUTION TO AWARD BID OF THIRTY (30) NEW DODGE LXDH 48 POLICE CHARGERS TO JACK KEY MOTOR COMPANY OF LAS CRUCES, NEW MEXICO, FROM BID NO. 09-10-543 FOR \$676,110 AND TO AMEND THE BUDGET FOR FISCAL YEAR 2009/2010.**

**PURPOSE(S) OF ACTION:**

To purchase thirty (30) Dodge LXDH 48 Police Chargers and to amend the budget in the Safe Traffic Operations Program (S.T.O.P) for fiscal year 2009/2010.

<b>Name of Drafter:</b> Donald Haskins, Fleet Mgr. <i>DH</i>		<b>Department:</b> Facilities		<b>Phone:</b> (575) 541-2596	
<b>Department</b>	<b>Signature</b>	<b>Phone</b>	<b>Department</b>	<b>Signature</b>	<b>Phone</b>
Facilities	<i>DH</i>	541-2651	Budget	<i>Richard K. ...</i>	2300
			Assistant City Manager	<i>Outman</i>	2271
Legal	<i>R. ...</i>	541-2128	City Manager	<i>Outman</i>	2271

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

There was one (1) bid response to the bid process. Jack Key Motor Company is a local business and was able to provide the City of Las Cruces a complete and compliant bid based on the criteria of the Police Vehicles Bid No. 09-10-543, and was able to meet the New Mexico State Procurement Contract bid submitted by Melloy Dodge of Albuquerque, New Mexico, as per State of New Mexico Pricing Agreement No. 91-000-00-00012.

These vehicles will be utilized by the City of Las Cruces Police Department to continue needed replacements for an ever aging police vehicle fleet and to better provide efficient, reliable service to the increasing population of the City of Las Cruces.

The purpose of this pricing agreement is to allow the City of Las Cruces to take advantage of the discount associated with this particular pricing contract and expedite the purchase of needed police vehicles.

Funding will be through Police Vehicle Acquisition Fund No. 12807090-85100 and Safe Traffic Operations Fund No. 24147390-851100.

(Continue on additional sheets as required)

An adjustment to the S.T.O.P Fund is necessary in order to procure police vehicles for the City of Las Cruces Police Department. Budget in this fund will be appropriated from fund balance. The inability to procure these vehicles would cause unnecessary repercussions in the operation and maintenance of the City of Las Cruces infrastructure and customer service.

The amount of expenditure identified below and the budget adjustment reflect total estimated purchase and up-fitting costs.

**SUPPORT INFORMATION:**

<b>Fund Name / Account Number</b>	<b>Amount of Expenditure</b>	<b>Budget Amount</b>
Vehicle Acquisition Fund 1200 Account 12807090-851100	\$500,000.00	\$1,500,000.00
Safe Traffic Operations Fund Account 24147390-851100	\$500,000.00	\$500,000.00 pending adjustment

1. Resolution No. 09-10-543
2. Exhibit "A" – Purchasing Manager's Request to Contract Form (PMRC)
3. Exhibit "B" – Fleet Management's Request to Award memo
4. Exhibit "C" – Budget Adjustment Request (BAR)
5. Exhibit "D" – Bid No. 09-10-543

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes". This will approve the Resolution to award the purchase of thirty (30) new Dodge LXDH 48 Police Chargers to Jack Key Motor Company of Las Cruces, New Mexico, and amend the budget for Fiscal Year 2009/2010.
2. Vote "No". This will deny the Resolution and prohibit the purchase of thirty (30) new Dodge LXDH 48 Police Chargers. This would require Fleet Management to re-solicit the Police Vehicles Bid or pursue other options as directed by City Council. This would impede the efficient purchase of much needed police vehicles; thus affecting the emergency services for the citizens of Las Cruces.
3. Amend and approve the Resolution. City Council may modify the Resolution for approval, and advise staff on making necessary adjustments as deemed appropriate.

**RESOLUTION NO. 09-10-543**

**A RESOLUTION TO AWARD BID OF THIRTY (30) NEW DODGE LXDH 48 POLICE CHARGERS TO JACK KEY MOTOR CO. OF LAS CRUCES, NEW MEXICO, FROM BID NO. 09-10-543 FOR \$676,110 AND TO AMEND THE BUDGET FOR FISCAL YEAR 2009/2010.**

The City Council is informed that:

**WHEREAS**, on behalf of the City of Las Cruces, the Fleet Management Section requests the award of the Fleet Police Vehicles Price Agreement; and

**WHEREAS**, City of Las Cruces Bid No. 09-10-543 is compliant with published specifications and was able to meet the New Mexico State Procurement Contract bid submitted by Melloy Dodge of Albuquerque, New Mexico as per State of New Mexico Pricing Agreement No. 91-000-00-00012; and

**WHEREAS**, there is a need to amend the budget for fiscal year 2009/2010 for the Safe Traffic Operations Program (S.T.O.P) Fund to accommodate the purchase of the police Chargers; and

**WHEREAS**, the total estimated costs to purchase and up-fit the vehicles will be up to \$1,000,0000 split between the Vehicle Acquisition Fund and the S.T.O.P Fund; and

**WHEREAS**, there is a need to purchase these new vehicles to accommodate the increasing population and to better provide more efficient, reliable transportation for our police service; and

**WHEREAS**, for such reasons, City operations create a demand for expeditious acquisition of new vehicles, whether planned or unplanned; and

Resolution No. 09-10-543  
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**WHEREAS**, because the vehicle specifications can be well defined, a fixed price quote via a pricing contract for vehicles needed by the City of Las Cruces may be established for the expeditious acquisition of such vehicles.

**NOW, THEREFORE**, Be it resolved by the governing body of the City of Las Cruces:

**(I)**

**THAT** the contract for the Fleet Police Vehicles Price Agreement be awarded to Jack Key Motor Co of Las Cruces, New Mexico in the amount of \$676,110.

**(II)**

**THAT** City of Las Cruces Bid No. 09-10-543 is compliant with published specifications and was able to meet the New Mexico State Procurement Contract bid submitted by Melloy Dodge of Albuquerque, New Mexico as per State of New Mexico Pricing Agreement No. 91-000-00-00012.

**(III)**

**THAT** the Fiscal Year 2009/2010 Budget is hereby amended as designated in Exhibit "C" attached here and made a part of this Resolution.

**(IV)**

**THAT** funding will be through the Vehicle Acquisition Fund Account No. 12807090-851100, and the Safe Traffic Operations Fund Account No. 24147390-851100.

(V)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

VOTE:

\_\_\_\_\_  
City Clerk

Mayor Miyagishima: \_\_\_\_\_  
Councillor Silva: \_\_\_\_\_  
Councillor Connor: \_\_\_\_\_  
Councillor Pedroza: \_\_\_\_\_  
Councillor Small: \_\_\_\_\_  
Councillor Sorg: \_\_\_\_\_  
Councillor Thomas: \_\_\_\_\_

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
City Attorney

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**CITY OF LAS CRUCES**

**PURCHASING MANAGER'S REQUEST TO CONTRACT**

For Meeting of: May 3, 2010

Resolution No.: 09-10-543

**Contract Purchase For  
Thirty (30) New Dodge LXDH 48 Police Chargers**

The Las Cruces City Council is provided the following information concerning this request:

**BID SOLICITATION INFORMATION:**

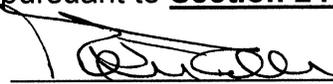
1. Bid Due Date: April 20, 2010
2. Description: Thirty (30) New Dodge LXDH 48 Police Chargers
3. Using Department: Police
4. Number of Responses Accepted: One (1)
5. Recommended Award(s) To: Jack Key Motors of Las Cruces, NM
6. Total Award Amount (includes any tax and contingency): \$676,110.00
7. Contract Duration: One Time Purchase

**LOCAL PREFERENCE FACTOR**

Local Preference Factor Applied Per LCMC §24-100	No		LCMC §24-100 not applicable to this solicitation
	Yes	X	Made A Difference To Bid Awards(s)
			x Made No Difference To Bid Award(s)

**PROCUREMENT CODE COMPLIANCE:**

The City of Las Cruces Procurement Code was administered in the conduct of this procurement and approval to purchase is hereby requested pursuant to **Section 24-91**.

  
 Purchasing Manager 1/4/2010  
Date

**CONFIRMATION OF FUND ENCUMBRANCE:**

REQUISITION or PURCHASE ORDER NUMBER:	<b>10103393</b>
---------------------------------------	-----------------



43200

TO: Bertha Chavira, Buyer

FROM: Donald Haskins, Fleet Maintenance Administrator *dlh*

DATE: April 21, 2010

SUBJECT: Acceptance Memo for Police Vehicles Bid No. 09-10-543

FILE NO: F-10-071

Fleet Management staff has reviewed the bid submitted for the Police Vehicles Bid No. 09-10-543 and is recommending award to Jack Key Motor Co., which is a local business, in the amount of \$676,110.

The bid submitted was compliant with the published specifications of Bid No. 09-10-543 and was able to meet the New Mexico State Procurement Contract bid submitted by Melloy Dodge of Albuquerque, New Mexico as per State of New Mexico Pricing Agreement No. 91-000-00-00012, and Fleet Management considers the bid to represent a fair and equitable agreement for the City of Las Cruces.

Requisition No. 10103393 has been generated utilizing Police Vehicle Acquisition Fund No. 12807090-851100 and Safe Traffic Operations Fund No. 24147390-851100.

Should you have any questions, please contact me at 541-2596.

cc: Brian Denmark

**CITY OF LAS CRUCES  
ADOPTED BUDGET FY 2009/2010**

<b>FUND</b>	<b>DIVISION</b>		<b>FUND TYPE</b>	
<b>Safe Traffic Operations Program (S.T.O.P) Fund 2430</b>	<b>Public Works</b>		<b>Special Revenue</b>	
	<b>FY 2008/09 Actual</b>	<b>FY 2009/10 Adopted</b>	<b>Adjustment</b>	<b>FY 2009/10 Adjusted</b>
<b>RESOURCES</b>				
Beginning Balance	\$ 0	555,437	0	555,437
<b>REVENUES</b>				
533002 Gross Violation Fines	\$ 934,095	2,146,804		2,146,804
541910 Provision for Uncollectible Accounts	0	(735,627)		(735,627)
570010 Investment Income	12	0		0
570015 Net Incr (Decr) Fair Value Investment	(41)	0		0
592001 Other Revenue	3,531	0		0
<b>Total Revenues</b>	\$ 937,597	1,411,177	0	1,411,177
<b>Total Resources</b>	937,597	1,966,614	0	1,966,614
<b>EXPENDITURES</b>				
<b>Police Division - 24147390</b>				
Personnel	\$ 144	60,000		60,000
Operating (announcements, ads)	15,551	10,156		10,156
Purchased Services (contracted Hearing Officer)	3,518	0		0
Capital	0	0	500,000	500,000
<b>Total Police</b>	\$ 19,213	70,156	0	570,156
<b>Public Works Division - 24147400</b>				
Personnel	\$ 624	96,990		96,990
Operating (signage)	985	15,000		15,000
<b>Total Public Works</b>	\$ 1,609	111,990	0	111,990
<b>Legal Division - 24141010</b>				
Personnel	\$ 0	20,000		20,000
<b>Total Legal</b>	\$ 0	20,000	0	20,000
<b>General Costs - 24147430</b>				
Professional & Tech Svcs (Hearing Officer)	\$ 0	85,000		85,000
Purchased Svcs (Redflex Payment)	333,594	659,432		659,432
Payment to State	27,744	410,090		410,090
Other Misc (Bank Fees)	0	50,000		50,000
<b>Total General Costs</b>	361,338	1,204,522	0	1,204,522
<b>Total Expenditures</b>	\$ 382,160	1,406,668	0	1,906,668
<b>ENDING BALANCE</b>	\$ 555,437	559,946	0	59,946



Purchasing Department /Bid Section  
 P.O. Box 20000  
 Las Cruces, NM 88004  
 Phone: 575-541-2525 FAX: 575-541-2515

**INVITATION FOR BIDS**

TITLE	BID #	CLOSING	Mailed/Faxed
Police Vehicles	09-10-543	April 20, 2010 @ 10:00 a.m.	4/8/2010

**\*\*FREIGHT MUST BE FOB DESTINATION, FULL FREIGHT ALLOWED OR BID WILL NOT BE CONSIDERED\*\***

ITEM	DESCRIPTION
1	<p><b>POLICE VEHICLES PER BID NO. 09-10-543 SPECIFICATIONS</b></p> <p>All questions concerning this bid must be emailed to <a href="mailto:bhavira@las-cruces.org">bhavira@las-cruces.org</a> OR faxed to Bertha Chavira at (575) 541-2526. "See Item 3, on Bids and Quotes Conditions."</p> <p>Receipt of Addenda Nos. <u>0</u> is hereby acknowledged. (Where none received, place the figure (0) "zero" in this space)</p>

Bidder guarantees delivery of items within 75-90 Day's from order Date days.

Pricing for this bid is effective through 2010 Model yr

Payment terms: Net 30 Days NM CRS #: 81781

Las Cruces Business License # 3718 Fed I.D. 85-0472-090

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

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

COMPANY NAME & ADDRESS

Typed or Printed Name of:

JACK Key Motors

Authorized Representative & Title

1840 N MAIN Las Cruces NM 89005

Bill McDaniel Fleet Mgr.

Bill McDaniel

4-15-2010

Signature

Date

Telephone Number: 575-434-3916

Fax number: 575-437-7596

E-mail: McDanielb@JACKKey.COM

**CITY OF LAS CRUCES  
BID # 09-10-543**

Item	Description	Qty	Unit Price	Extension
1	<p><b>POLICE VEHICLES: New Current Production Model</b>                      1.a Dodge LXDH48 Charger or Equal                      Brand/Model Offered:  <u>LXDH48 2010 Dodge Charger</u></p> <p>Build Out Date:  <u>5-20-2010</u></p> <p>1.b Inspection and acceptance of delivered vehicles will be made at the delivery lot specified by the awarded firm. Payment for delivered vehicles shall be invoiced at time of acceptance by the City.</p> <p>Delivery Location:  <u>Alamogordo NM.</u></p> <p>Delivery Date to Lot: Requested 75-90 days ARO  <u>75-90 Days</u></p>	30 Each	\$22,537 <sup>00</sup>	\$676,110 <sup>00</sup>
2	<p><b>DELIVERY:</b>                      The awarded firm shall be responsible for transporting (not driving) all vehicles to a vehicle equipment up-fitting firm located in Albuquerque, NM, and, upon final acceptance of the up-fitting by the City, shall be responsible for transporting the completed vehicles to Las Cruces, NM. Cost for this delivery service shall be separately invoiced from vehicle invoices and issued at time of delivery of all vehicles to Las Cruces, NM.</p>	1 LOT	\$125 <sup>00</sup>	37,500 <sup>00</sup>

**PROVISIONS/SPECIFICATIONS:**

Applicable provisions from the New Mexico State Price Agreement No. 91-000-00-00012 are incorporated within these specifications. Copy of the pricing agreement is enclosed herein as Attachment A.

**PROVISIONS:**

- Discounts:
- Inspection:
- Commercial Warranty:
- Taxes:

- Packing, Shipping and Invoicing:
- Default:
- Non-Collusion:
- Non-discrimination:
- Workers' Compensation:
- Bidder must be authorized dealer with parts and service facilities in Las Cruces, NM.
- Shall meet all state and federal requirements.
- Standard manufacturer warranty with minimum 5 year – 100,000 mile warranty on the power train commencing on date vehicle is placed in service. Warranty details must be specified by the awarded firm to specify categories such as engine, power train, etc., time and mileage.
- Include OEM equipment as supplied by manufacturer.
- Delivery in Las Cruces, NM with full fuel tanks.
- Must have handling, cooling system and brake system characteristics for heavy duty, emergency service operations typical to police use.
- Include with bid illustrative product brochure and technical data if proposed vehicle.
- As the vehicles are critical for protecting the public safety, health and welfare, an adequate stock is required from the manufacturer of all regular and special parts to meet the continuing service and repair part needs of the City without delay.
- No dealer advertisement/ornamentation shall be displayed on the vehicle.
- Equipped with manufacturer's "police package".
- Front license bracket on front bumper.
- Exterior color: single tone factory standard.
- Positive closure hose clamps on engine and heating system.
- Minimum road clearance: 5 1/2 inches.
- Power steering designed for high speed pursuit driving.
- Heavy duty front suspension to minimize dive and maximize high speed control.
- Rear suspension:
  - If coil: rear stabilizer bar required
  - If springs: must maintain vehicle standing height with 250 lb. cargo wt. in trunk and full fuel tank.
- Wheels/Tires: blackwall; full size with full size spare; eighteen (18) inch dia.; heavy duty rim/spider; hub cover fit for high speed police pursuit.
- Transmission: heavy duty automatic for police operation; maximum transmission cooler available.
- Bearings/Axle: designed for police operation.
- Air Conditioning: factory equipped designed to cool the passenger compartment without taxing the engine cooling system. Integrated with heater/defroster unit
- Glass: factory standard. Rear window with factory installed defogger.
- Ignition System: Maximum radio shielding to prevent interference on mobile radio reception and transmission
- Speedometer: head (including face) to be specially calibrated by speedometer manufacturer to be accurate within two (2) mph throughout speed range. Manufacturer to provide written certification of this requirement.
- Gauges: factory installed, easy to read water temp.; oil pressure; ammeter; fuel and lighting control all dash mounted. Dash lights manually controlled for shut off from easily accessible location.

Bill McNeil 4-15-2010  
Fleet Mgr.

- Keys and Locks; three keys (keyed alike) for each vehicle with key code attached to at least one of the keys. Rear door interior handles designed to be rendered inoperable by either childproof locks or removal of handle activation rod (Rods to be provided at time of delivery)
- Dome and map lights with satisfactory lumens to read standard road map at night; dome light wiring to front door switches shall be rendered inactive; additional, independent dome light mounted between sun visors.
- Lights in trunk and glove box
- Rear view mirror;  
Interior: adjustable for day/night driving and free from visual distortions  
Exterior: left and right side mirrors mounted on front doors with remote control.
- Seats: heavy duty police use front bucket seats; manual lumbar supports; heavy duty springs and backrest support; rear shall be all vinyl with vinyl or rubber flooring.
- Upholstery: cloth with vinyl trim constructed for daily police officer usage to withstand constant officer sidearm contact, but, be non-abrasive to prevent accelerated wear of officer uniform.
- Factory installed speed (cruise) control
- Factory installed tilt steering wheel
- Power windows and door locks with inoperable rear windows and door locks.
- Spotlight: left hand mounted, factory installed Unity #226 spotlight or equal with six (6) inch sealed beam. Inside control designed so as to not be affected when door is opened/closed. Spotlight beam shall not move from its target position when driver's door is opened/closed. Mounting to be above and not on the fender (roof mount not acceptable) and shall not interfere with interior operational controls.
- Windshield wipers: minimum two speed with intermittent capability.
- Definition: Heavy Duty shall mean exceeding the usual quantity, quality or capacity supplied with standard production vehicles and able to withstand extraordinary strain, exposure, temperature, wear and use.
- Technical information:
  - a. Shop service manuals (eight each) for the City Fleet Management Section for the proposed vehicle that covers all components
  - b. Owner's manual delivered (electronically) with each vehicle.
  - c. Two (2) additional owner's manuals with warranty provisions shall be provided to the City Fleet Management Section.

**MINIMUM SPECIFICATIONS:**

- Wheelbase: 120 inches
- Alternator: 160 amp (high output)
- Battery: 12 v.; 800 cca; heavy duty
- Brakes: four (4) wheel disc, anti lock with speed traction control; police use heavy duty; engaged parking brake light in dash.
- Engine V-8; 320 h.p.; rated mpg: City (16); Hwy. (25)
- Shocks: heavy duty double action; front and rear; police pursuit capability over rough roads and tight cornering.
- Seats: see above PROVISIONS

Bill McDermott 4-15-2010  
Fleet Mgr.

- **Wheels:** see above PROVISIONS
- **Armrests:** armrest/closure devices provided on all doors
- **Body Molding:** if side moldings are provided, they are not to be installed but shipped in trunk of vehicle.
- **Radio:** Stereo w/CD player; changer controls; four (4) speakers; with clock
- **Side air bags:** front and rear
- **Power driver seat**
- **Spare tire:** see above PROVISIONS
- **Rear windows and door locks:** see above PROVISIONS

*Bill McDaniel*  
Fleet Mgr.  
4-15-2010

## TERMS AND CONDITIONS

1. **CONTRACT.** The contract resulting from the acceptance of this order is to be construed according to the laws of the State of New Mexico. This contract is non-assignable by Seller.
2. **DELIVERY SCHEDULE.** Deliveries are to be made both in quantities of finished goods, service or construction and at times specified by Buyer. Buyer will have no liability for payment of material, service or construction delivered to Buyer which exceed purchase order requirements. Buyer may from time to time change delivery schedules or issue temporary suspension of scheduled material, service construction.
3. **EXCUSABLE DELAYS .** Except with respect to defaults of subcontractors, Seller shall not be liable for delays or defaults in deliveries due to causes beyond its control and without its fault or negligence. Written notice setting forth the cause for any anticipated delay will be given immediately to Buyer. Any delay due to default of sub-contractor will be excusable if beyond the control and without the fault or negligence of both the Seller and subcontractor and if Seller established that it could not obtain supplies or services from source in time to meet scheduled deliveries.
4. **CANCELLATION.** Buyer reserves the right to cancel all or any part of the work covered by this purchase order if Seller does not make deliveries as specified or so fails to make progress as to endanger performance of the work and does not correct such failure within 10 days after receipt of written notice from Buyer specifying such failure, or if Seller breaches any of the terms hereof.

Additionally, performance of work under this purchase order may be terminated by Buyer at its option, in whole or in part by delivery, or by mailing a written notice of termination whenever the Buyer determines such termination is in its best interest. Upon termination under this paragraph, Buyer shall pay to Seller the following amounts without duplication:

- The purchase order price for all completed deliveries of materials, services or construction and not previously paid for.
  - The actual costs incurred by Seller in accordance to this purchase order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting practices to the terminated portion of this purchase order. Payments shall not exceed the aggregate price specified in this purchase order, less payments otherwise made or to be made.
5. **INSPECTION.** All material shall be received subject to Buyers inspection and rejection. Defective material or material not in accordance to Buyer's specifications will be held for Seller's instruction and at Seller's risk and, if Seller so directs, will be returned at Seller's expense. No goods returned as defective shall be replaced without a new purchase order. Any payment for material, service or construction on this order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove Seller's responsibility for latent defects.
  6. **SHIPPING AND BILLING.** Deliveries shall be shipped F.O.B.—Las Cruces, New Mexico; Prepaid & Allowed. All deliveries shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation cost and without additional charges unless otherwise specified.  
  
Seller shall properly mark each package with Buyer's order number including single shipments comprised of multiple packages. Purchase order number and package number shall be shown on packing slips, bills of lading and invoices. Packages delivered without purchase order identification number shall be rejected and returned to Seller at Seller's expense. Packing slips must accompany each shipment.  
  
Original bill of lading or other shipping receipt, for each shipment shall be promptly forwarded by Seller attached to invoice. Invoices shall be rendered in duplicate on day of shipment accompanied by bill of lading and sworn statement and waiver of lien if order covers repairs and maintenance of premises. Payments made by voucher only. No drafts will be honored.
  7. **WARRANTY.** Seller expressly warrants that all the material and work covered by this order will conform to the specifications, drawings, samples or other description furnished or specified by Buyer, and will be merchantable, of good material and workmanship and free from defect. Seller expressly warrants that all material covered by this order, which is the product of Seller or is in accordance with Seller's specifications, will be fit and sufficient for the purposes intended.
  8. **REMEDIES.** All remedies are herein reserved by Buyer and shall be cumulative and in addition to any further remedies provided in law or equity. No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach or of such provision.

VENDOR, PLEASE RETURN ACKNOWLEDGEMENT BY SIGNING AND DATING

  
Signature

4-15-2010  
Date

**LOCAL PREFERENCE CERTIFICATION FORM**

Bid/Proposal No. 09-10-543

Business Name: JACK Key Motors

Business Location: (Must be within the Las Cruces city limits)

Address: 1840 N. MAIN

City: LAS CRUCES N.M.

Zip Code: 88005

Current City of Las Cruces Business Registration number: 3718

Expiration date: 1-31-2011

Business Type:

- Corporation – Indicate state of incorporation: State: N.M.
- Partnership – Indicate “general” or “limited”:
- Sole Proprietorship
- Individual

Basis for Preference: (CHECK ONE BOX ONLY)

- Ten (10) or more of the business’ employees are residents of the City or 25% or more of the business’ employees are residents of the City, whichever is greater or.
- The business is a corporation with 25% of its employees being residents of the City or.
- The business is a partnership with residents of the City owning a majority beneficial interest in the partnership or.
- The business is a sole proprietorship owned by a resident of the City.

**CERTIFICATION:** I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the City will provide, within 10 days of the request, the necessary documents to substantiate the information provided on this form.

By: Bill McDaniell Title: Fleet Mgr. Date: 4-15-2010

**THIS FORM IS REQUIRED FROM BIDDERS REQUESTING LOCAL PREFERENCE**

**IN-STATE PREFERENCE CERTIFICATION FORM**Bid/Proposal No. 09-10-543Business Name: JACK KEY Motors**Business Location:**Address: 1840 N MAINCity: LAS CRUCES N.M.Zip Code: 88005Current State of New Mexico Preference Certification Number: 81781Business Certification number: 3718Manufacture Certification number: 68932.Contractor Certification number: 0

**CERTIFICATION:** I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above, and if requested by the City will provide, within 10 days of the request, the necessary documents to substantiate the information provided on this form.

By: Bull McDonald Title: Fleet Mgr Date: 4-15-2010**THIS FORM IS REQUIRED FROM BIDDERS REQUESTING IN-STATE PREFERENCE**

# POLICE VEHICLE<sup>193</sup> EVALUATION MODEL YEAR 2010

