

City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 21Ordinance/Resolution #10-11-318Council District: N/A

For Meeting of August 16, 2010
(Adoption Date)

TITLE:

A RESOLUTION APPROVING AN INDEFINITE QUANTITY, INDEFINITE COST PRICE AGREEMENT FOR POLICE CAR ACCESSORY EQUIPMENT PACKAGES TO FIRST IN, INC. – NM, OF ALBUQUERQUE, NEW MEXICO (ITEMS 1 THROUGH 7), VIA THE STATE OF NEW MEXICO PRICING AGREEMENT NO. 70-000-00-04054, EFFECTIVE THROUGH JUNE 11, 2011, AND (ITEMS 8 THROUGH 34 AND ALL LABOR) VIA THE CITY OF ALBUQUERQUE, NEW MEXICO CONTRACT NO. 0000450546, EFFECTIVE THROUGH JANUARY 31, 2011, SUBJECT TO APPROVED BUDGET APPROPRIATIONS FOR POLICE DEPARTMENT VEHICLES AND TO ADJUST THE FISCAL YEAR 2011 BUDGET.

PURPOSE(S) OF ACTION: The purchase is necessary to provide the accessory equipment packages such as light bars and sirens to place new Dodge Charger police cars in-service.

Drafter and Staff Contact: 8/3/10 Donald L. Haskins <i>Donald L. Haskins</i>		Department: Facilities/Fleet Services		Phone: 575-541-2596	
Department	Signature	Phone	Department	Signature	Phone
Facilities Director	<i>LM for BD</i>	541-2651	Budget	<i>Richard G. Schubert</i>	541-2107
Other			Assistant City Manager	<i>Art Jarama</i>	541-2271
Legal	<i>Ag. M. D. Lemell</i>	541-2128	City Manager	<i>[Signature]</i>	541-2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS: In order to make the new Dodge Charger police cars from Bid No. 09-10-543 functional; quotations for accessory equipment packages were requested from the two (2) authorized public safety equipment suppliers in New Mexico who have contracts with the State of New Mexico and/or political subdivisions. Both suppliers cited the pricing and contracts which were to be used. The quotation from First In, Inc. – NM, of Albuquerque, New Mexico, was the lowest and was complete and compliant with the items required.

The police vehicle fleet has been upgraded by the purchase of the new Dodge Charger police cars; which are in the process of being delivered to the vendor. In order for the cars to be placed in-service, they need the addition of various accessory equipment packages to provide items needed for communications and safety. The items included in this package are light bars, sirens, microphone accessories, amplifiers, and mounted corner lights (Items 1 through 7) from the State of New Mexico Pricing Agreement No. 70-000-00-04054.

(Continue on additional sheets as required)

Additional items included in this package are LED lights, mounting brackets for lights/siren controls and radio, ABS rear seat, weapon locking system, DATA 911 terminals, and all labor (items 8 through 34 and labor) from the City of Albuquerque, New Mexico, Contract No. 0000450546. Funding will be through the Police Vehicle Acquisition Fund No. 12807090-851100 and Safe Traffic Operations Fund No. 24147390-851100.

SUPPORT INFORMATION:

1. Resolution No. 10-11-318
2. Exhibit "A" – Budget Adjustment
3. Exhibit "B" – Purchasing Manager's Request to Contract Form (PMRC)
4. Exhibit "C" – Fleet Administrator's Acceptance Memorandum
5. Exhibit "D" – Quotation from First In, Inc. – NM
6. Exhibit "E" – State of New Mexico, Pricing Agreement No. 70-000-00-04054
7. Exhibit "F" – City of Albuquerque, New Mexico, Contract No. 0000450546

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input type="checkbox"/>	See fund summary below
	No	<input checked="" type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____
		<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
	<input checked="" type="checkbox"/>	Proposed funding is from fund balance in the FY2010 Fund.	
Does this action create any revenue?	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: _____
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

FUND SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Police Vehicle Acquisition Fund	12807090-851100	\$98,000	\$0	\$0	
Safe Traffic Operations Fund	24147390-851100	\$98,000	\$0	\$0	

(Continue on additional sheets as required)

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution to award an indefinite quantity, indefinite cost price agreement for police car accessory equipment packages to First In, Inc. – NM, of Albuquerque, New Mexico and adjust the Fiscal Year 2011 Budget. This would permit the new police cars to be placed in-service as soon as received at Fleet Services. In the event further police car purchases are made; the accessory equipment packages will be immediately available.
2. Vote "No"; this will deny the Resolution and prohibit the indefinite quantity, indefinite cost price for police car accessory equipment packages. In turn, this would mean that the new police car purchases could not be placed in-service. This would impede the in-service dates of the new police cars; thus, affecting the emergency services for the citizens of Las Cruces.
3. Vote to "Amend"; this could modify the Resolution for indefinite quantity, indefinite cost price approval, and advise staff of necessary adjustments as deemed appropriate.
4. Vote to "Table"; this could delay the in-service date of the new police cars and may have an affect on the cost price for each item in the accessory equipment packages.

REFERENCE INFORMATION

The Resolution(s) and/or Ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

1. Resolution No. 09-10-943 – Purchase of New Police Cars

RESOLUTION NO. 10-11-318

A RESOLUTION APPROVING AN INDEFINITE QUANTITY, INDEFINITE COST PRICE AGREEMENT FOR POLICE CAR ACCESSORY EQUIPMENT PACKAGES TO FIRST IN, INC. – NM, OF ALBUQUERQUE, NEW MEXICO (ITEMS 1 THROUGH 7), VIA THE STATE OF NEW MEXICO PRICING AGREEMENT NO. 70-000-00-04054, EFFECTIVE THROUGH JUNE 11, 2011, AND (ITEMS 8 THROUGH 34 AND ALL LABOR) VIA THE CITY OF ALBUQUERQUE, NEW MEXICO CONTRACT NO. 0000450546, EFFECTIVE THROUGH JANUARY 31, 2011, SUBJECT TO APPROVED BUDGET APPROPRIATIONS FOR POLICE DEPARTMENT VEHICLES AND TO ADJUST THE FISCAL YEAR 2011 BUDGET.

The City Council is informed that:

WHEREAS, on behalf of the City of Las Cruces, the Fleet Management Section requests adjustment of the Fiscal Year 2011 Budget; and

WHEREAS, the Fleet Management Section requests the award of Police Car Accessory Equipment Packages (Items 1 through 7 and Items 8 through 34 and all labor); and

WHEREAS, City of Las Cruces solicited quotes that are compliant with published specifications and were able to meet the New Mexico State Procurement Contract bid and the City of Albuquerque, New Mexico Contract bid submitted by First In, Inc. – NM, of Albuquerque, New Mexico as per State of New Mexico Pricing Agreement No. 70-000-00-04054 and City of Albuquerque, New Mexico Contract No. 0000450546; and

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

Resolution No. 10-11-318
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WHEREAS, for such reasons, City operations create a demand for expeditious acquisition of police car accessory equipment packages, whether planned or unplanned; and

WHEREAS, because the accessory equipment specifications can be well defined, a fixed price quote via a pricing contract for equipment needed by the City of Las Cruces may be established for the expeditious acquisition of such police car accessory equipment packages.

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

(I)

THAT the Fiscal Year 2011 Budget is hereby amended as designated in Exhibit "A" attached hereto and made a part of this Resolution.

(II)

THAT the contract for the Police Car Accessory Equipment Packages Price Agreement be awarded to First In, Inc. – NM, of Albuquerque, New Mexico for an indefinite quantity, indefinite cost price agreement.

(III)

THAT City of Las Cruces solicited quotes that are compliant with published specifications and were able to meet the New Mexico State Procurement Contract bid and the City of Albuquerque, New Mexico Contract bid submitted by First In, Inc. – NM, of Albuquerque, New Mexico as per State of New Mexico Pricing Agreement No. 70-000-00-04054 and City of Albuquerque, New Mexico Contract No. 0000450546.

(IV)

THAT funding will be through the Police Vehicle Acquisition Fund Account No. 12807090-851100 and the Safe Traffic Operations Fund 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:

City Clerk

VOTE:

Mayor Miyagishima: _____
Councillor Silva: _____
Councillor Connor: _____
Councillor Pedroza: _____
Councillor Small: _____
Councillor Sorg: _____
Councillor Thomas: _____

Moved by: _____

Seconded by: _____

Approved as to Form:



City Attorney

**CITY OF LAS CRUCES
ADOPTED BUDGET FY 2010/2011**

FUND	DIVISION		FUND TYPE	
Vehicle Acquisition Fund 1200	Various		General Fund	
	FY 2009/10 Projected*	FY 2010/11 Adopted	Adjustment	FY 2010/11 Adjusted
RESOURCES				
Beginning Balance	\$ 3,553,851	3,464,009		3,464,009
REVENUES				
570010 Interest on Investment	\$ (68,942)	50,000		50,000
570015 Net Incr (Decr) Fair Value Investment	6,122	10,000		10,000
Total Revenues	\$ (62,820)	60,000	0	60,000
Total Resources	\$ 3,491,031	3,524,009	0	3,524,009
EXPENDITURES				
Operating	\$ 0	500,000		500,000
Public Works	0	0		0
Police Department	542,381	0	98,000	98,000
Fire Department	262,550	86,724		86,724
Facilities	0	0		0
Public Services	0	0		0
Community Development	0	0		0
Legal	0	0		0
Vehicle Depreciation	0	0		0
Total Expenditures	\$ 804,931	586,724	98,000	684,724
OTHER FINANCING SOURCES (USES)				
Transfer from Fund 1000 - General Fund	\$ 1,500,000	0		0
Transfer to Fund 3612 - NMFA Equipment Debt Svc	(413,981)	(430,401)		(430,401)
Transfer to Fund 3616 - NMFA Fire Equipment Debt Svc	(125,475)	(266,256)		(266,256)
Transfer to Fund 3617 - NMFA Street Equipment DS	(50,285)	(51,476)		(51,476)
Transfer from Fund 4613 - NMFA Equipment Fund	0	0		0
Transfer to Fund 5920 - Transit VAF	(132,350)	0		0
Total Other Financing Sources (Uses)	\$ 777,909	(748,133)	0	(748,133)
ENDING CASH BALANCE	\$ 3,464,009	2,189,152	(98,000)	2,091,152

*Projected based on 8 months actual through February 28, 2010 and 4 months projected.

EXHIBIT "A" CONTINUED

**CITY OF LAS CRUCES
ADOPTED BUDGET FY 2010/2011**

FUND	DIVISION		FUND TYPE	
Safe Traffic Operations Program (S.T.O.P) Fund 2430	Public Works		Special Revenue	
	FY 2009/10 Projected*	FY 2010/11 Adopted	Adjustment	FY 2010/11 Adjusted
RESOURCES				
Beginning Balance	\$ 555,437	54,946		54,946
REVENUES				
533002 Gross Violation Fines	\$ 2,146,804	1,931,948		1,931,948
541910 Provision for Uncollectible Accounts	(735,627)	(482,987)		(482,987)
570010 Investment Income	0	0		0
570015 Net Incr (Decr) Fair Value Investment	0	0		0
592001 Other Revenue	0	0		0
Total Revenues	\$ 1,411,177	1,448,961	0	1,448,961
Total Resources	1,966,614	1,503,907	0	1,503,907
EXPENDITURES				
Police Division - 24147390				
Personnel	\$ 60,000	60,000		60,000
Operating (announcements, ads)	10,156	15,000		15,000
Purchased Services (contracted Hearing Officer)	0	0		0
Capital	500,000	0	98,000	98,000
Total Police	\$ 570,156	75,000	98,000	173,000
Public Works Division - 24147400				
Personnel	\$ 96,990	96,990		96,990
Operating (signage)	15,000	15,000		15,000
Total Public Works	\$ 111,990	111,990	0	111,990
Financial Services Division				
Personnel	\$ 5,000	6,000		6,000
Total Financial Services	\$ 5,000	6,000	0	6,000
Legal Division - 24141010				
Personnel	\$ 20,000	20,000		20,000
Total Legal	\$ 20,000	20,000	0	20,000
General Costs - 24147430				
Professional & Tech Svcs (Hearing Officer)	\$ 85,000	85,000		85,000
Purchased Svcs (Redflex Payment)	659,432	593,435		593,435
Payment to State	410,090	360,263		360,263
Other Misc (Bank Fees)	50,000	50,000		50,000
Total General Costs	1,204,522	1,088,698	0	1,088,698
Total Expenditures	\$ 1,911,668	1,301,688	98,000	1,399,688
ENDING BALANCE	\$ 54,946	202,219	(98,000)	104,219

*Projected based on 8 months actual through February 28, 2010 and 4 months projected.

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CITY OF LAS CRUCES

PURCHASING MANAGER'S REQUEST TO CONTRACT

For Meeting of: August 16, 2010

Resolution No.: 10-11-318

**Existing Contract Purchase For
 Police Car Accessories**

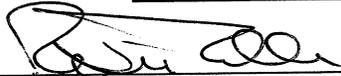
The Las Cruces City Council is provided the following information concerning this request:

RFP/BID SOLICITATION INFORMATION:

- | | |
|---|--|
| 1. Existing Contract Issuer: | 1. State of New Mexico
2. The City of Albuquerque |
| 2. Contract Number: | 1. No. 70-000-00-04054
2. No. 0000450546 |
| 3. Contract Expiration Date: | 1. June 11, 2011
2. January 31, 2011 |
| 4. Description: | Police Car Accessories |
| 5. Using Department: | Facilities/Fleet |
| 6. Current Award Recommendation To: | First In, Inc.-NM of Albuquerque, NM |
| 7. Award Amount (includes any tax and contingency): | Indefinite Quantity/Cost |
| 8. Contract Duration: | Subject To Approved Budget Appropriations |

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 24-316**.

	18/3/10
Purchasing Manager	Date

CONFIRMATION OF FUND ENCUMBRANCE:

REQUISITION OR PURCHASE ORDER NUMBER:	11100296
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TO: Bertha Chavira, Buyer

FROM: Donald Haskins, Fleet Maintenance Administrator *dlh*

DATE: July 21, 2010

SUBJECT: Acceptance Memo for Police Car Accessory Equipment Packages

FILE NO: F-10-009

Fleet Management staff has reviewed the price quotes from the two (2) authorized public safety equipment suppliers in New Mexico. Both have current contracts with the State of New Mexico and/or political subdivisions. Both suppliers cited pricing and contracts which were to be used. The quotation from First In, Inc. – NM, Albuquerque, New Mexico was the lowest and was complete and compliant with the items required.

The quote submitted was using State of New Mexico Pricing Agreement #70-000-00-04054 effective through June 11, 2011; and City of Albuquerque, New Mexico Contract #0000450546 effective through January 31, 2011. Fleet Management considers the quote to represent a fair and equitable agreement for the City of Las Cruces.

Requisition No. 11100296-00 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



STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

Awarded Vendor

0000049408
First In, Inc.
3720 Hawkins, NE
Albuquerque, New Mexico 87109

Telephone No. (505) 344-5899

**Price Agreement
Amendment**

Price Agreement Number: 70-000-00-04054

Price Agreement Amendment No.: Three

Term: June 12, 2007 - June 11, 2010

Ship To:

All State of New Mexico Agencies, Commissions,
Institutions, Political Sub-Divisions and Local Public
Bodies allowed by Law.

Invoice:

As requested

Price Agreement
Amendment

Procurement Specialist: Mona Espinosa

Telephone No.: (505) 827-0218

Commodity: Visual and Audio Warning System

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

In accordance with Contract provisions, and by mutual agreement of all parties, this Price Agreement is extended from June 12, 2010, to June 11, 2011, at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Mona Espinosa
New Mexico State Purchasing Agent

Date: 05/17/10

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

ME



STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

Awarded Vendor

0000049408

First In, Inc.
3720 Hawkins, NE
Albuquerque, New Mexico 87109

Telephone No. (505) 344-5899

**Price Agreement
Amendment**

Price Agreement Number: 70-000-00-04054

Price Agreement Amendment No.: Two

Term: June 12, 2007 - June 11, 2009

Ship To:

All State of New Mexico Agencies, Commissions,
Institutions, Political Sub-Divisions and Local Public
Bodies allowed by Law.

Invoice:

As requested

Procurement Specialist: Brenda Chacon

Telephone No.: (505) 827-0488

Commodity: Visual and Audio Warning System

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

In accordance with Contract provisions, and by mutual agreement of all parties, this Price Agreement is extended from June 12, 2009, to June 11, 2010, at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Brenda S. Chacon
New Mexico State Purchasing Agent

Date: 06/03/09

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

RM
CM



STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

AWARDED VENDOR

~~0000049408~~

FIRST IN INC.
3720 HAWKINS NE
ALBUQUERQUE, NM 87109

Telephone No. 505-344-5899

**PRICE AGREEMENT
AMENDMENT**

PRICE AGREEMENT NUMBER: 70-000-00-04054

PRICE AGREEMENT AMENDMENT NO.: ONE

TERM: JUNE 12, 2007 - JUNE 11, 2008

SHIP TO:
ALL STATE OF NEW MEXICO AGENCIES,
COMMISSIONS, INSTITUTIONS, POLITICAL SUB-
DIVISIONS AND LOCAL PUBLIC BODIES ALLOWED
BY LAW.

INVOICE:
AS REQUESTED

CONTRACT ORDERS WILL INDICATE AGENCY
CONTACT PERSON

Procurement Specialist: BRENDA CHACON

Telephone No.: 505-827-0488

COMMODITY: VISUAL AND AUDIO WARNING SYSTEM

THIS PRICE AGREEMENT AMENDMENT IS TO BE ATTACHED TO THE RESPECTIVE PRICE AGREEMENT AND
BECOME A PART THERE OF.

IN ACCORDANCE WITH CONTRACT PROVISIONS, AND BY MUTUAL AGREEMENT OF
ALL PARTIES, THIS PRICE AGREEMENT IS EXTENDED FROM JUNE 12, 2008 TO
JUNE 11, 2009 AT THE SAME PRICE, TERMS AND CONDITIONS.

EXCEPT AS MODIFIED BY THIS AMENDMENT, THE PROVISIONS OF THE PRICE
AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

ACCEPTED FOR THE STATE OF NEW MEXICO

Brenda S. Chacon
NEW MEXICO STATE PURCHASING AGENT

DATE: 04/28/08

PURCHASING DIVISION, 1100 ST. FRANCIS DRIVE 87505, PO BOX 6850, SANTA FE, NM 87502-6850 (505) 827-0472

AM
A.M.



350
STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT

GSD/PD 003-D (Rev. 12/91)

AWARDED VENDOR

0000049408
FIRST IN INC.
3720 HAWKINS NE
ALBUQUERQUE, NM 87109
Telephone No. 505-344-5899

**PRICE AGREEMENT
AWARD**

PRICE AGREEMENT NUMBER: 70-000-00-04054

PAYMENT TERMS: NET 10

F.O.B.: DESTINATION

DELIVERY: AS REQUESTED

SHIP TO:

All State of New Mexico Agencies, Commissions,
Institutions, Political Sub-divisions and Local Public Bodies
allowed by law.

INVOICE:

AS REQUESTED

**CONTRACT ORDERS WILL INDICATE AGENCY
CONTACT PERSON**

Procurement Specialist: BRENDA CHACON *hw*

Telephone No.: 505-827-0488

COMMODITY: VISUAL AND AUDIO WARNING SYSTEM

TERM: JUNE 12, 2007 - JUNE 11, 2008

THIS CONTRACT IS MADE SUBJECT TO THE "TERMS AND CONDITIONS" SHOWN ON THE REVERSE SIDE OF THIS PAGE, AND AS INDICATED IN THIS CONTRACT.

THIS CONTRACT CONTAINS _____ SHEETS.

ACCEPTED FOR THE STATE OF NEW MEXICO

Michael R. J. Fox

NEW MEXICO STATE PURCHASING AGENT

DATE: 6/12/07

PURCHASING DIVISION, 1100 ST. FRANCIS DRIVE, PO BOX 26110, SANTA FE, NM 87502-0110 (505) 827-0472

EK

**State of New Mexico
General Services Department
Purchasing Division**

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**STATEWIDE
PRICE AGREEMENT**

ARTICLE I – STATEMENT OF WORK

Under the terms and conditions of this Price Agreement all State of New Mexico Agencies, Commissions, Institutions, Political Sub—divisions and Local Bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each other issued hereunder.

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

ARTICLE II – TERM

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

ARTICLE III – SPECIFICATIONS

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

ARTICLE IV – SHIPPING AND BILLING INSTRUCTIONS

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

ARTICLE V – TERMINATION

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS**.

ARTICLE VI – AMENDMENT

This Price Agreement may be amended by mutual agreement of the NM State purchasing Agent and the contractor upon written notice by either party to the other. An amendment to this price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS** issued prior to the effective date of the amendment as mutually agreed upon, and as published by the NM State Purchasing Agent. Amendments affecting price adjustments and/or extension of contract expiration are not allowed unless specifically provided in the bid and contract documents.

ARTICLE VII – ISSUANCE OR ORDERS

Only written signed orders are valid under this Price Agreement. Form SPD-001A is approved for state agencies issuing Contract orders under this Price Agreement. Other authorized government entities may utilize Form SPD-001A or forms adapted by them for their own use.

ARTICLE VIII – PACKING (IF APPLICABLE)

Packing shall be in conformance with standard commercial practices.

ARTICLE IX – PRICE SCHEDULE

Prices as listed in the Price Schedule hereto attached, **ARE FIRM**.

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED.

1. **General:** When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. **Assignment:**
 - A. Neither the order, nor any interest therein, nor claim there under, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the state purchasing agent's office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. **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.
7. **Inspection of Plant:** The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all State taxes.
10. **Packing, Shipping and Invoicing:**
 - A. The State's purchase document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipment not accompanied by a packing ticket.
 - B. The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment. Invoice must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. **Non-collusion:** In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent.
13. **Non-discrimination:** Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, (Rev., 1979), and the Americans with Disabilities Act of 1990, (Public Law 101-336).
14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. **All bid items are to be NEW and of most current production, unless otherwise specified.**
16. **Payment for purchases:** Except as otherwise agreed to: Late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.
17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this {Agreement} may be terminated by the contracting agency.
18. **Arbitration:** Any controversy or claim arising between the parties shall be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

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TO ESTABLISH A STATEWIDE PRICE AGREEMENT FOR VISUAL AND AUDIO WARNING SYSTEM.

THE TERM OF THIS AGREEMENT SHALL BE FOR ONE (1) YEAR FROM DATE OF AWARD WITH THE OPTION TO EXTEND FOR A PERIOD (S) OF THREE (3) ADDITIONAL YEARS, ON A YEAR-TO-YEAR BASIS, BY MUTUAL AGREEMENT OF ALL PARTIES AND APPROVAL OF THE NEW MEXICO STATE PURCHASING DIRECTOR AT THE SAME PRICE, TERMS AND CONDITIONS. THIS AGREEMENT SHALL NOT EXCEED (4) YEARS

IT IS THE INTENT OF THE SPECIFICATIONS AS DEVELOPED TO AFFECT THE MINIMUM LEVEL OF QUALITY OF MERCHANDISE AND SERVICES REQUIRED BY USER AGENCIES.

THE FACT THAT A PRODUCT IS SHOWN AS AN ACCEPTABLE BRAND IS QUALITY EVIDENCE THE MANUFACTURER CAN SUPPLY A PRODUCT OF THE TYPE AND QUALITY BEING REQUESTED.

ALL ITEMS BID HEREIN SHALL CONFORM TO SAE OR TITLE 13.

WHEN AN ITEM IS IDENTIFIED BY MANUFACTURER'S NAME, TRADE NAME, CATALOG NUMBER OR REFERENCE, IT IS THE RESPONSIBILITY OF THE BIDDER TO DOCUMENT BRAND NAME EQUALS IN THE SPACE PROVIDED FOR EACH ITEM OR TO MAKE CHANGES ON MANUFACTURER'S NUMBERS ON EACH ITEM IF THE NUMBERS HAVE BEEN CHANGED.

VENDORS MAY ALSO BID THEIR CURRENT CATALOG LIST PRICES OR PERCENTAGE OFF CURRENT CATALOG LIST PRICES FOR ANY CATALOG ITEM NOT SPECIFICALLY COVERED BY THIS SPD PRICE AGREEMENT.

CODE 3 - 40% OFF CURRENT CATALOG LIST PRICE.
FEDERAL SIGNAL 40% OFF OF CURRENT CATALOG LIST PRICE.

BIDDERS PLACE OF BUSINESS MUST BE LOCATED IN THE STATE OF NEW MEXICO, BE AN AUTHORIZED DISTRIBUTION AND REPAIR FACILITY WITH PARTS IN STOCK.

THE STATE PURCHASING AGENT RESERVES THE RIGHT TO AWARD THIS INVITATION TO BID IN TOTAL OR BY GROUPS OF ITEMS ON THE BASIS OF THE INDIVIDUAL ITEMS OR ANY COMBINATION OF THESE, WHICH, IN HIS JUDGEMENT, BEST SERVES THE INTEREST OF THE STATE OF NEW MEXICO. MULTIPLE AWARDS MAY BE MADE.

PURPOSE

THE PURPOSE OF THIS SPECIFICATION IS TO DESCRIBE TYPES OF EMERGENCY VEHICLE LIGHTING. IT INCLUDES VEHICLE-MOUNTED ROOF LIGHTS, VEHICLE-MOUNTED REAR DECK LIGHTS, STROBE LIGHT SYSTEMS, DIRECTIONAL LIGHT CONTROLS, SIRENS, AND SPEAKERS. THE SYSTEMS MUST BE SUITABLE FOR MOUNTING IN OR ON HIGH-SPEED EMERGENCY VEHICLES OPERATED BY NEW MEXICO DEPARTMENT OF PUBLIC SAFETY AND OTHER NEW MEXICO LAW ENFORCEMENT AND PUBLIC SAFETY AGENCIES.

ACCEPTABLE EQUIPMENT

ONLY COMPLETE EQUIPMENT, CONSISTING OF THE LIGHTING SYSTEM, LENSES, COVERS, MOUNTING BRACKETS, AND POWER AND/OR CONTROL CABLE WILL BE ACCEPTED. ALL ITEMS OFFERED SHALL BE STANDARD PRODUCTION MODELS OF THE MANUFACTURER AND, EXCEPT FOR CONFIGURATION, MAY NOT BE BUILT ESPECIALLY FOR THIS BID REQUEST. REPAIR PARTS MUST BE READILY AVAILABLE TO NEW MEXICO DEPARTMENT OF PUBLIC SAFETY WITHOUT UNREASONABLE DELAY. NO ADDITIONAL CHARGES WILL BE ACCEPTED. ALL PRICES BID PER UNIT SHALL INCLUDE ALL DELIVERY CHARGES TO THE PURCHASER'S PLACE OF BUSINESS WITHIN THE STATE OF NEW MEXICO. THE SUCCESSFUL BIDDER SHALL BE AUTHORIZED BY THE MANUFACTURER AND REQUIRED TO: OFFER WARRANTY REPAIR SERVICE WHEN REQUESTED BY THE END USER; STOCK REPAIR PARTS AND FINISHED PRODUCTS LOCALLY IN THE STATE OF NEW MEXICO.

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001	100 EA		LIGHT-EMITTING DIODE (LED) LIGHTBAR:	<u>\$1470.00</u>
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BRAND: FEDERAL SIGNAL
 MODEL# 583004-00054 AS SPECIFIED

THIS SPECIFICATION DESCRIBES THE MINIMUM REQUIREMENTS FOR AN ELLIPTICALLY-SHAPED VISUAL WARNING SYSTEM FOR EMERGENCY VEHICLES. THE LIGHTBAR SHALL UTILIZE SOLARIS REFLECTOR LED-BASED TECHNOLOGY AND RELIABLE ONBOARD CIRCUITRY MANUFACTURING DESIGN. THE LIGHTBAR MUST BE CAPABLE OF REMOVAL WITHOUT DISASSEMBLY OF THE INTERIOR COMPONENTS FOR EASE OF SERVICE OR REPAIR. THE LIGHTBAR MUST BE COMPATIBLE WITH CURRENT DEPARTMENT OF PUBLIC SAFETY EQUIPMENT.

PRIMARY WARNING

LED HEADS SHALL CONSIST OF SOLARIS REFLECTOR MODULES UTILIZING GENERATION III LED TECHNOLOGY. EACH MODULE SHALL BE OFFSET, USE A COMPOUND CURVE AND POLISHED-REFLECTOR DESIGN AND SHALL CONTAIN SIX DIODES, PROJECTING DOWNWARD INTO THE REFLECTOR ASSEMBLIES. MODULES SHALL BE AVAILABLE IN RED, BLUE AND AMBER LEDs, CHOSEN BY USER AGENCY. EACH LIGHTBAR SHALL CONTAIN A TOTAL OF EIGHTEEN REFLECTOR MODULES, WITH A TOTAL OF ONE HUNDRED EIGHT GEN3 LAMP DIODES. MICROPROCESSOR CONTROLS SHALL BE UTILIZED TO PROVIDE A TOTAL OF TWENTY-EIGHT USER-SELECTABLE FLASH PATTERNS, INCLUDING AN INTERSECTION MODE AND A LOW-POWER "DIM" MODE. THE LIGHTBAR MUST CONTAIN THREE PRIORITIZED MODES OF OPERATION WITH MODE 3 THE HIGHEST PRIORITY. MODE 3 WILL OVERRIDE MODE 2 AND MODE 2 WILL OVERRIDE MODE 1. EACH OF THE THREE MODES WILL PROVIDE PRESET FLASH PATTERNS THAT CAN BE ACTIVATED FOR VARIOUS STAGES OF THE EMERGENCY VEHICLE'S WARNING LIGHT LEVELS OF OPERATION. MODULES SHALL BE FIELD-REPLACEABLE AND SHALL MEET SAE J595 LIGHT OUTPUT, SAE 1113/41 RFI, AND SAE J845 STANDARDS. NO EXCEPTIONS WILL BE ALLOWED.

ALLEY LIGHTS

ONE PAIR OF INTERNALLY-MOUNTED ALLEY LIGHTS SHALL BE INSTALLED AT THE ENDS OF THE LIGHTBAR, USING THE SAE-COMPLIANT MR-11 35-WATT HALOGEN LAMP. EACH ALLEY LAMP SHALL BE ADJUSTABLE ± 10 DEGREES ON A HORIZONTAL PLANE, WITH A LOCKING FEATURE. A FLASHING FEATURE MUST BE INCLUDED. NO EXCEPTIONS WILL BE ALLOWED.

TAKEDOWN LIGHTS

ONE PAIR OF INTRNALLY-MOUNTED TAKEDOWN LIGHTS SHALL BE INSTALLED, FACING FORWARD. EACH TAKEDOWN LIGHT SHALL HAVE A MINIMUM OF 5.25 SQUARE INCHES OF POLISHED PARABOLIC REFLECTIVE SURFACE AREA AND USE THE SAE-COMPLIANT 50 WATT HALOGEN GH-8 STYLE LAMP. TAKEDOWN LIGHTS MUST HAVE FLASHING CAPABILITY. NO EXCEPTIONS WILL BE ALLOWED.

SERIAL INTERFACE MODULE

A SERIAL INTERFACE MODULE SHALL BE INCLUDED TO COMMUNICATE WITH THE LIGHTBAR. THE LIGHTBAR SHALL BE CONTROLLED VIA A STANDARD RS485 BUS CONNECTION WITH PROTOCOLS BASED UPON SAE STANDARDS J1708 AND J1587. THE INCLUDED MODULE SHALL TRANSITION FROM RJ-STYLE CONNECTION TO THE 24-CONDUCTOR CONTROL LINK CABLE HARNESS. LIGHTBAR HOOKUP SHALL REQUIRE ONLY POWER, GROUND, AND A SNAP-N CAT5 COMMUNICATION CABLE.

TRAFFIC MANAGEMENT DEVICE

THE LIGHTBAR SHALL CONTAIN A BUILT-IN SIX-MODULE SIGNALMASTER TRAFFIC MANAGEMENT DEVICE, CONSISTING OF SIX SOLARIS REFLECTOR MODULES. THE LIGHTBAR SHALL BE FACTORY-CONFIGURED FOR EXTERNAL SIGNALMASTER CONTROL. WHEN USED WITH THE APPROPRIATE SIGNALMASTER CONTROLLER, THE DEVICE SHALL PRODUCE LEFT ARROW SWEEP, RIGHT ARROW SWEEP AND CENTER OUT PATTERNS.

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THE LIGHTBAR SHALL BE CAPABLE OF INTERNAL SIGNALMASTER CONFIGURATION, ALLOWING CONTROL OF THE SIGNALMASTER ARROW DEVICE WITHOUT A SIGNALMASTER CONTROLLER, FROM INDIVIDUAL 20 GAUGE WIRES. THE SIGNALMASTER DEVICE MUST OVERRIDE ANY OTHER ACTIVITY IN THAT PORTION OF THE LIGHTBAR, WHEN ENGAGED. LED HEADS MUST COMPLY WITH SAE 595 LIGHT OUTPUT, SAE 1113/41 RFI, AND FCC PART 15 SPECIFICATIONS. NO EXCEPTIONS WILL BE ALLOWED.

CONSTRUCTION

THE LIGHTBAR SHALL BE BASED ON A MINIMUM 1/8" THICK EXTRUSION THAT SHALL PROVIDE STRENGTH WITHOUT EXCESSIVE WEIGHT. HOUSING SHALL BE MOLDED POLYCARBONATE FOR DURABILITY. HONEYCOMB-DESIGNED UPPER-LEVEL DOMES SHALL BE ATTACHED TO THE LOWER-LEVEL CLEAR DOMES WITH MACHINE SCREWS THROUGH BRASS INSERTS, SEPARATED BY GASKETS FOR WEATHERPROOF SEAL. UPPER LEVEL DOME COLORS (CLEAR, RED, BLUE OR AMBER) SHALL BE SPECIFIED BY USER AGENCY.

MOUNTS

A PAIR OF STAINLESS STEEL HOOK-ON BRACKETS, VEHICLE SPECIFIC, SHALL BE INCLUDED. THE MOUNTING BRACKETS MUST ALLOW FOR HEIGHT AND PITCH ADJUSTMENT. MOUNTING LEGS MUST BE ADJUSTABLE FOR DISTANCE TO ALLOW FOR DIFFERING ROOF LINES. NO EXCEPTIONS WILL BE ALLOWED.

DIMENSIONS

THE LIGHTBAR MUST BE NO MORE THAN 3.8" IN HEIGHT, NO LESS THAN 18.2" IN WIDTH, AND 44" IN OVERALL LENGTH. WEIGHT MUST NOT EXCEED 35 LBS.

WARRANTY

THE WARRANTY PERIOD SHALL BE THREE YEARS PARTS REPLACEMENT (EXCEPT LED COMPONENTS WHICH SHALL HAVE FIVE YEARS PARTS COVERAGE), ONE YEAR LABOR.

PRODUCT REFERENCE

FEDERAL SIGNAL CORPORATION ARJENT S2, MODEL# 583004-00XXX OR EQUAL.

002 100 EA SIREN/LIGHT CONTROL: \$466.00

BRAND: FEDERAL SIGNAL
 MODEL# UTM4 WITH UMNCT-SB AS SPECIFIED

THIS SPECIFICATION DESCRIBES THE MINIMUM REQUIREMENTS FOR A SIREN/SWITCHING/PUBLIC ADDRESS COMBINATION FOR EMERGENCY VEHICLES. THE SYSTEM SHALL BE COMPATIBLE WITH 12 VOLT DC, NEGATIVE GROUND VEHICLES, TWO-WAY RADIOS, VEHICLE LIGHTING AND SPEAKERS. THE SYSTEM SHALL BE COMPATIBLE WITH CURRENT DEPARTMENT OF PUBLIC SAFETY EQUIPMENT.

CONSTRUCTION

THE ENTIRE SYSTEM MUST BE HOUSED IN A SINGLE CABINET NO LARGER THAN 2.43" HIGH x 6.5" WIDE x 5.43" DEEP. THE BOTTOM SURFACE SHALL HAVE NO PROJECTIONS. SIREN OUTPUT SHALL BE ADJUSTABLE FROM 58 TO 210 WATTS. SWITCH TYPES ARE TO BE ROCKER, TOGGLE, AND LEVER. ROTARY AND PUSH-BUTTON

SWITCHING IS UNACCEPTABLE. PANEL LIGHTING SHALL DIM WHEN DASH LIGHTS ARE DIMMED. ALL ELECTRONIC COMPONENTS SHALL BE PROTECTED FROM DAMAGE IN THE EVENT OF A SHORT-CIRCUITED SPEAKER OR SPEAKER WIRING, WITHOUT MANUAL RESETING REQUIRED. OUTPUT TRANSISTOR

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REPLACEMENT SHALL NOT BE REQUIRED. U-SHAPED MOUNTING BRACKET, APPROPRIATE CIRCUIT BREAKERS, OPERATING INSTRUCTIONS, AND ILLUSTRATED INSTALLATION MANUAL SHALL BE INCLUDED.

SOUNDS

SYSTEM SHALL HAVE SIREN SOUNDS AND NON-SIREN SOUNDS. THE SIREN SOUNDS SHALL INCLUDE MANUAL, WAIL, AND YELP. MANUAL SHALL CONSIST OF A TONE THAT RISES AS THE VEHICLE'S HORN BUTTON OR THE SIREN'S MANUAL BUTTON IS PRESSED. MOMENTARY APPLICATION SHALL PRODUCE A BRIEF BURST. WAIL AND YELP SHALL PROVIDE TONES THAT AUTOMATICALLY RISE BETWEEN 500 Hz AND 1650 Hz ELEVEN TIMES PER MINUTE. FREQUENCIES BELOW 500 Hz SHALL BE ELIMINATED TO AVOID SPEAKER DAMAGE. NON-SIREN SOUNDS SHALL INCLUDE AN AIR-HORN TYPE SOUND AT 1000 Hz, A CHOICE OF TWO HIGH/LOW ALTERNATING 600 Hz AND 1350 Hz SOUNDS, AND A HETRO SOUND. THE SYSTEM SHALL OFFER AN ALARM INPUT FOR K9 OR BURGLAR ALARM USES.

SIREN OPERATION

SYSTEM SHALL STOP SIREN WHEN VEHICLE IS SHIFTED INTO PARK, BUT ALLOW CONTINUED OPERATION OF PUBLIC ADDRESS AND LIGHTING CIRCUITS. SYSTEM SHALL ALLOW EITHER A FIVE-SECOND OVERRIDE (CHANGE OF TONE FOR FIVE SECONDS WHEN HORN BUTTON OR MANUAL SWITCH IS PRESSED), LOCK (TONE IS CHANGED WHEN HORN BUTTON OR MANUAL SWITCH IS PRESSED AND CHANGED BACK UPON PRESSING AGAIN), OR SWEEP (SIREN CYCLES THROUGH THREE SIREN SOUNDS EVERY SIX SECONDS UPON PRESSING HORN BUTTON OR MANUAL SWITCH, RETURNED TO NORMAL OPERATION UPON PRESSING AGAIN).

PUBLIC ADDRESS

THE PUBLIC ADDRESS SYSTEM SHALL PROVIDE INPUTS FOR RADIO AND MICROPHONE AUDIO. THE INCLUDED MICROPHONE CAN BE DEDICATED FOR P.A. OR CAN BE COMMON BETWEEN RADIO AND P.A. SYSTEM. THE OUTPUT POWER SHALL BE 50 WATTS 400 Hz TO 10K Hz WITH LESS THAN 10% HARMONIC DISTORTION. VOLUME SHALL BE ESTABLISHED WITH THREE FIXED SETTINGS VIA TWO EXTERNALLY ACCESSIBLE POTENTIOMETERS.

ELECTRICAL

TOTAL SWITCHING SYSTEM CAPACITY SHALL BE 205 AMPERES. THE SYSTEM SHALL HAVE A SLIDE SWITCH WITH THE FOLLOWING FUNCTIONS: FIVE SEQUENCED CIRCUITS FOR WARNING LIGHT CONTROL HAVING A TOTAL CAPACITY OF 60 AMPERES; LEVER POSITIONS 1 & 2 SHALL TURN ON WARNING LIGHTS WITHOUT SIREN, POSITION 3 SHALL ACTIVATE SIREN ALSO; LEVER POSITION 3 SHALL TRANSFER HORN RING FOR SIREN CONTROL (USE OF EXTERNAL RELAYS IS UNACCEPTABLE; THE SLIDE SWITCH SHALL BE RATED AT 800,000 CYCLE LIFE. ACCESSORY SWITCHES SHALL PROVIDE THE FOLLOWING FUNCTIONS FROM LEFT TO RIGHT: TAKEDOWN CONTROL (30 AMPERE CAPACITY), BRAKE AND BACKUP LIGHT CUTOFF (TWO SEPARATE CIRCUITS AT 30 AMPERE CAPACITY EACH), RIGHT AND LEFT ALLEY LIGHT CONTROL (30 AMPERE EACH), AUXILIARY CONTROL (FOURTH, UP POSITION, 30 AMPERE CAPACITY), GUN-LOCK (FOURTH, DOWN POSITION) RELEASE WITH OPTIONAL PLUG-IN 9-SECOND TIMER. SIREN AND ACCESSORY SELECTOR SWITCHES SHALL HAVE 50,000 CYCLE LIFE RATING; ACCESSORY SWITCH RELAYS SHALL HAVE A LIFE RATING OF 500,000 CYCLES AND BE RATED FOR 30 AMPERES EACH. INDICATOR LIGHTS SHALL HAVE A LIFE RATING OF 100,000 FLASHING HOURS, WHILE PANEL LIGHTS SHALL HAVE A LIFE RATING OF 16,000 HOURS.

WARRANTY

ELECTRONIC COMPONENTS SHALL BE WARRANTED FOR FIVE YEARS. SWITCHES, PANEL LIGHTS, HARDWARE, AND NON-ELECTRONIC PARTS SHALL BE WARRANTED FOR THREE YEARS.

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003 100 EA	REAR DECK WARNING LIGHT:	<u>\$562.00</u>

BRAND: FEDERAL SIGNAL

MODEL# 328001F OR 328002F AS SPECIFIED WITH 320340 UNIVERSAL MOUNT KIT AND 320331 CROWN VIC MOUNT KIT

THIS SPECIFICATION DESCRIBES THE MINIMUM REQUIREMENTS FOR A REAR DECK WARNING LIGHT, CAPABLE OF MOUNTING IN THE REAR DECK OF EMERGENCY VEHICLES. THE SYSTEM MUST BE SUPPLIED WITH A UNIVERSAL MOUNTING KIT AND A FORD CROWN VICTORIA-SPECIFIC MOUNTING KIT FOR MOUNTING IN DEPARTMENT OF PUBLIC SAFETY VEHICLES. THE SYSTEM SHALL BE COMPATIBLE WITH 12 VOLT DC SYSTEMS AND CURRENT DEPARTMENT OF PUBLIC SAFETY EQUIPMENT.

CONSTRUCTION

THE SYSTEM HOUSING SHALL BE CONSTRUCTED OF BLACK ANODIZED ALUMINUM, WITH FOUR BUILT-IN CHANNELS FOR MOUNTING FLEXIBILITY. IT MUST HOUSE CUDA TRIOPTIC THIRD GENERATION LED LIGHTS OF AGENCY'S CHOICE OF COLORS (ALL AMBER OR AMBER WITH RED AND BLUE ENDS). IT SHALL BE LOW-PROFILE, 1.8" HIGH x 33.5" LONG x 1.5" DEEP AND BE POPULATED WITH 54 LEDS. THE SYSTEM SHALL BE CAPABLE OF OPERATION IN TEMPERATURES FROM -30 DEGREES C TO 65 DEGREES C AND WEIGHT NO MORE THAN 4.2 LBS. (SHIPPING WEIGHT).

ELECTRICAL

THE SYSTEM MUST DRAW NO MORE THAN 4.68 AMPERES AND OPERATE AT 12.8 VOLTS DC. IT MUST COMPLY WITH FCC PART 15, SAE 113/41 RFI, SAE J595, AND SAE J2498.

PRODUCT REFERENCE

FEDERAL SIGNAL CUDA SIGNALMASTER MODEL# 328001F, 328002F OR EQUAL

WARRANTY

WARRANTY PERIOD SHALL BE FIVE YEARS PARTS, ONE YEAR LABOR.

004 100 EA	REAR WARNING LIGHT CONTROLLER:	<u>\$148.00</u>
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BRAND: FEDERAL SIGNAL

MODEL# 331105 AS SPECIFIED

THIS SPECIFICATION DESCRIBES THE MINIMUM REQUIREMENTS FOR A CONTROLLER TO OPERATE THE REAR WARNING SYSTEM DESCRIBED ABOVE. THE CONTROLLER MUST BE ABLE TO OPERATE MULIPLE LED OR TWO HALOGEN 4, 6, OR 8 LAMP DIRECTIONAL LIGHTS AS WELL AS ACTIVATE AN ADDITIONAL ELECTRICAL DEVICE WITH AN AUXILIARY SWITCH. IT MUST OFFER FOURTEEN USER-SELECTABLE WARNING PATTERNS PLUS "FAST" AND "LOW POWER" MODES. THE CONTROLLER MUST OFFER TURN SIGNAL OVERRIDE, DIRECTING THE ARROW'S END PODS TO ACT AS TURN SIGNALS. THE CONTROLLER MUST BE CAPABLE OF OPERATING EITHER 12 OR 24 VOLT DC LIGHTS OR BOTH SIMULTANEOUSLY. THE CONTROLLER MUST FIRE LED MODULES INDIVIDUALLY; PAIRED FIRING IS NOT ACCEPTABLE. THE CONTROLLER MUST BE COMPATIBLE WITH CURRENT DEPARTMENT OF PUBLIC SAFETY EQUIPMENT. NO EXCEPTIONS WILL BE ALLOWED.

CONSTRUCTION

THE CONTROLLER MUST BE MANUFACTURED WITH TACTILE MEMBRANE SWITCHING AND RELIABLE SURFACE-MOUNT CIRCUITRY. IT MUST BE HOUSED IN A 1/8 INCH THICK ALUMINUM HOUSING, NO MORE THAN 1.5" HIGH x 6.1" WIDE x 5" DEEP. IT MUST WEIGH NO MORE THAN 2.5 LBS. SHIPPING WEIGHT. THE CONTROLLER MUST

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INCORPORATE A TWO-CHANNEL FLASHER CAPABLE OF FIVE AMPERES PER SIDE. A BAIL BRACKET MUST BE INCLUDED.

ELECTRICAL

THE SYSTEM MUST OPERATE FROM 11 TO 28 VOLTS DC, ON A NEGATIVE GROUND SYSTEM, FROM -30 DEGREES C TO +65 DEGREES C. IT MUST BE CAPABLE OF CONTROLLING SIXTEEN, 27 WATT LAMPS ON EIGHT CHANNELS.

PARTS WARRANTY

WARRANTY PERIOD SHALL BE THREE YEARS.

PRODUCT REFERENCE

FEDERAL SIGNAL CORPORATION MODEL# 331105 OR EQUAL.

005 100 EA SIX-HEAD STROBE SYSTEM:

\$310.00

BRAND: FEDERAL SIGNAL
MODEL# 413122 AS SPECIFIED

THIS SPECIFICATION DESCRIBES THE MINIMUM REQUIREMENTS FOR A STROBE SYSTEM CONSISTING OF A SIX-HEAD POWER SUPPLY AND SIX CLEAR STROBE TUBES DESIGNED FOR INSTALLATION IN EXISTING LIGHT HOUSINGS OF EMERGENCY VEHICLES. THE SYSTEM MUST BE CAPABLE OF CLONING OTHER IDENTICAL SYSTEMS TO THE SAME CONFIGURATION WITH A CLONING CABLE WHILE ONLY ONE IS POWERED TO SAVE INSTALLATION TIME. THE SYSTEM SHALL OFFER TRUE PAIR CONTROL AND SELECTION OF STROBE OUTPUTS WITHOUT SPECIAL WIRING COMBINATIONS. EQUIPMENT MUST BE COMPATIBLE WITH CURRENT DEPARTMENT OF PUBLIC SAFETY EQUIPMENT.

CONSTRUCTION

POWER SUPPLY: THE POWER SUPPLY SHALL BE HOUSED IN A FINNED ALUMINUM HOUSING TO ALLOW COOLING OF COMPONENTS. THE POWER SUPPLY MUST ALLOW CABLES TO BE ROUTED THROUGH EITHER SIDE OF THE UNIT. PIN ORDER MUST BE CLEARLY PRINTED ON THE UNIT FOR PROPER INSTALLATION. AN LED INDICATOR VISIBLE IN THE TRANSPARENT COVER SHALL PROVIDE FLASH PATTERN AND STROBE HEAD SELECTION INFORMATION. THE UNIT MUST BE CONSTRUCTED WITH THREE FLASH CAPACITORS. PINNING SHALL BE TO INDUSTRY STANDARDS. THE UNIT MUST OFFER TEN FLASH PATTERNS SELECTED BY PROGRAMMING BUTTONS AND BE PROTECTED BY 15 AMPERE FUSE. THE UNIT SHALL BE 10.03" LONG x 6.98" WIDE x 3.18" HIGH AND WEIGH NO MORE THAN 5 LBS. NO EXCEPTIONS WILL BE ALLOWED.

TUBES: STROBE TUBES SHALL BE CLEAR GLASS CONNECTED TO TEN FOOT CABLES (4) AND TWENTY-TWO FOOT CABLES (2) WITH AMP CONNECTORS.

ELECTRICAL

SYSTEM SHALL OPERATE AT FULL POWER FROM 12-30 VOLTS DC. IT SHALL OPERATE AT REDUCED POWER FROM 7-12 VOLTS DC. THE SYSTEM SHALL REQUIRE NO MORE THAN 8.9 AMPERES AT 12 VOLTS DC AND HAVE STANDBY CURRENT OF NO MORE THAN 6.5 mA.

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WARRANTY

PRODUCT SHALL BE WARRANTED FOR FIVE YEARS, EXCEPT STROBE TUBES, WHICH SHALL BE WARRANTED FOR ONE YEAR.

PRODUCT REFERENCE

FEDERAL SIGNAL CORPORATION MODEL# 413122

006 100 EA 100 WATT SIREN/PUBLIC ADDRESS SPEAKER: \$103.00

BRAND: FEDERAL SIGNAL
 MODEL# AS - 124 750501 AS SPECIFIED WITH 750501-02 MOUNT BRACKER

THIS SPECIFICATION DESCRIBES THE MINIMUM REQUIREMENTS FOR A SPEAKER FOR USE ON EMERGENCY VEHICLES. THE SPEAKER MUST BE WATERPROOF AND CAPABLE OF BEING MOUNTED IN A VARIETY OF VEHICLES, HORIZONTALLY OR VERTICALLY. THE SPEAKER MUST BE ENGINEERED TO MATE TO OPTIONAL GRILLE LED LIGHT BRACKETS. THE SPEAKER MUST BE SUPPLIED WITH A BRACKET THAT ALLOWS INSTALLATION INTO A FORD CROWN VICTORIA WITHOUT GRILLE REMOVAL, WITH THE NO-COST OPTION OF A CHEVROLET IMPALA MOUNTING BRACKET. IT MUST HAVE SAE J1849 AND UL CLASS 94HB APPROVALS. SPEAKER MUST BE COMPATIBLE WITH CURRENT DEPARTMENT OF PUBLIC SAFETY EQUIPMENT. NO EXCEPTIONS WILL BE ALLOWED.

CONSTRUCTION

THE HOUSING OF THE SPEAKER MUST BE CONSTRUCTED OF POLYETHYLENE TEREPHTHALATE. THE SPEAKER MUST CONTAIN A FIELD-REPLACEABLE, NEODYMIUM-MAGNET DRIVER AND BE ASSISTED IN COOLING BY FERROFLUID. IT MUST BE DELIVERED WITH STAINLESS STEEL BOLTS FOR UNIVERSAL MOUNTING. THE SPEAKER SHALL BE NO MORE THAN 5.7" HIGH x 7.7" WIDE x 4.7" DEEP. IT MUST WEIGHT NO MORE THAN 6.5 LBS.

ELECTRICAL

THE SPEAKER MUST BE RATED FOR 100 WATTS. IT MUST BE RATED AT 11 OHMS IMPEDANCE.

PARTS WARRANTY

PRODUCT SHALL BE WARRANTED FOR TWO YEARS PARTS, ONE YEAR LABOR.

PRODUCT REFERENCE

FEDERAL SIGNAL MODEL# AS124 (750501) OR EQUAL.

007 100 EA MOTORCYCLE SIREN: \$155.00

BRAND: CODE 3
 MODEL# 3951 AS SPECIFIED

THIS SPECIFICATION DESCRIBES THE MINIMUM REQUIREMENTS FOR A SIREN DESIGNED FOR USE ON POLICE MOTORCYCLES OR OFF-ROAD VEHICLES. THE SIREN MUST BE COMPACT AND DESIGNED FOR RUGGED APPLICATIONS. THE SIREN MUST BE COMPATIBLE WITH CURRENT EQUIPMENT OF DEPARTMENT OF PUBLIC SAFETY.

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CONSTRUCTION

THE SIREN SHALL BE HOUSED IN A WATER-RESISTANT ENCLOSURE. IT SHALL PRODUCE 100 WATTS. THE SIREN MUST FEATURE WAIL AT 11 CYCLES PER MINUTE, YELP AT 200 CYCLES PER MINUTE, HYPERYELP, AND AIRHORN SOUNDS. IT MUST HAVE AN INSTANT ON FEATURE, A SCROLL FEATURE, AND BE DESIGNED TO INTERFACE WITH COMMON MICROPHONES. NO EXCEPTIONS WILL BE ALLOWED.

ELECTRICAL

THE SIREN SHALL OPERATE FROM 10-16 VOLTS DC AND FEATURE AUTOMATIC SHORT CIRCUIT PROTECTION. IT SHALL OPERATE AT 8A @ 13.6 VOLTS WITH 11 OHM LOAD, WHEN WIRED TO A 100 WATT SPEAKER. THE SIREN MAY DRAW NO MORE THAN 12 mA STANDBY CURRENT.

WARRANTY

PRODUCT MUST BE WARRANTED FOR ONE YEAR FROM DATE OF PURCHASE OR DELIVERY, WHICHEVER IS LATER.

PRODUCT REFERENCE

CODE 3 MODEL# 3951 OR EQUAL.

ACTION SLIP - PURCHASE DOCUMENT
FOR INTERNAL USE - NMGS/SPD

Buyer action date/initials: 6/17/07 Pic

GENERAL

Agency Contact Name/Phone: Andrea Chacon 827-0488

Extension Clause (additional One Year Term): No
One Two X Three Four Five Six Seven

Req. number: 70-04054

Standard Phrases:

Action to be taken:

- All or None
- Artwork Memo
- Contractor Note
- Bond Note
- Descriptive Literature, Bidding, Equals, Vendor Submit
- GSA Standard Memo, GSA Contract ref. # _____
- Multi-vendor/Multi Source award
- Quantity Estimated
- Sample Submission Required
- Shipping Note
- Site Visit Note: Must May Agency contact:

ITB RFP Statewide

Contract Price Agreement Purchase Order

Description: _____

Commodity code(s): _____

"Ship To" Address (if other than indicated on cover page of purchase document)

Tax note
 Other-specify: _____

Statewide

Insert Pages:

- Terms & Conditions page
- Bid Pages 1A & 1B
- Price Agreement page
- Contract page
- Statewide Price Agreement page

Remittance ("Bill To") Address

Statewide

Attachments:

- SPD zone map
- NMDOT district map
- Agency supplied specifications, maps, plans, etc.
- Master Lease Agreement
- Vendor Quote
- Other, Specify: _____

ITB SPECIFIC

Recommended sources: _____

Previous bid number: _____

Use Previous Vendors: _____

File Attached: Yes No

F.O.B. Destination Other: _____

Bid opening date: _____

Net 30 Other: _____

Normal Cycle (16 days from advertising date)

Delivery Other: _____

Rush BOD (10 days from advertising date)

Return File to Buyer: Yes No

Advertising date: _____

Additional Instructions: _____

AWARD SPECIFIC

Awarded Vendor: Christ In Inc.

Term Effective Date: 6/12/07

Vendor Number: 00000 49408

Expiration Date: 6/11/08

Vendor Address: 3720 Sanchez NE
Albuquerque, N.M. 87109
344-15899

Additional Instructions: _____

F.O.B. Destination Other: _____

Net 30 Other: _____

Delivery Other: As requested

FIRST IN, INC.

21432 N. Central Avenue
 Phoenix, AZ 85024
 (623) 780-8998 FAX (623) 780-9599

STATE PRICE AGREEMENT #70-000-00-04054

VISUAL AND AUDIO WARNING EXPIRES 06-11-11
 SAME AS "SOLD TO" UNLESS SHOWN BELOW

PLEASE REFER TO THIS
 NUMBER ON ALL
 CORRESPONDENCE

SALES ORDER
 NUMBER **606267**

QUOTATION
 SALES ORDER
 CASH

ORDERED BY Lew

CUSTOMER NUMBER **04941**

NAME **LAS CRUCES, CITY OF**

ADDRESS _____

CITY _____

INDIVIDUAL **DON HASKINS**

575 541-2596

SHIP TO
FIRST IN ALBUQUERQUE
 ADDRESS _____

ATTN: _____

ME: **LAS CRUCES- PD**

CITY _____ STATE _____ ZIP _____

DATE OF SALE **06/30/10** CUSTOMER PO NUMBER **PENDING** TERMS: **NET-30** SALESMAN NUMBER: **23**

DESTINATION WE PAY SHIPPING METHOD SHIP POINT CUSTOMER PAYS

Line	STK P.O.	FIRST IN, INC. STOCK NUMBER	QTY ORDD	QTY SHPD	DESCRIPTION	PRICE	UNIT	EXTENSION
1	3		32		Federal Signal, SS2000SM-SD, Smart Siren with SignalMaster Control	\$565.50	ea.	\$18,096.00
2					Federal Signal, RMK, Microphone Extension Kit	\$50.50	ea.	\$1,616.00
3			32		Federal Signal, MNCT-SB, Noise Cancelling Microphone	\$17.00	ea.	\$544.00
4			32		Federal Signal, ES100, Speaker, Dynamax 100 Watt	\$140.50	ea.	\$4,496.00
5			32		Federal Signal, GR-G07, Speaker Brkt, Dodge Charger	\$10.75	ea.	\$344.00
6			32		Federal Signal, RS242, Radian S2 42" (see attached lightbar drawing, E-Mailed this date)	\$2,016.00	ea.	\$64,512.00
7								
8								
9								
10			64		Code-3, HB915R, Hide-A-Blast Corner 9 LED-RED	\$65.00	ea.	\$4,160.00
11			64		Code-3, HB915W, Hide-A-Blast Corner 9 LED-WHITE	\$92.00	ea.	\$5,888.00
12								
SUB TOTAL						\$99,656.00		

PLEASE ORDER AND SHIP

TAX **05**

FREIGHT INSURANCE POSTAGE

RECEIVED/ACCEPTED BY _____ DATE _____ TOTAL \$99,656.00

**City Of Albuquerque
Purchasing Division-CONTRACT**

Dispatch via Print

Vendor ID 0000116570
FIRST IN INC
3720 B HAWKINS NE
ALBUQUERQUE NM 87109
USA

Contract ID 690457	Page 1 of 1		
Contract Dates 12/24/2008 to 01/31/2011	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: RFB2008-088-GJ			
Contract Maximum 0.00			

Line #	Vendor Item ID	Item Desc	Minimum Order Qty	Amnt	Maximum / Open Qty	Amnt
1		AUTO/OFFROAD PARTS & LABOR	1.00	0.00	0.00	0.00

CONTRACT PERIOD: 01/31/08 - 01/31/10

VENDOR CONTACT:
LEWIS SYBERTZ
PHONE (505)344-5899

PURCHASES UNDER THIS CONTRACT WILL BE IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS OF RFB2008-088-GJ.

QUANTITIES ARE ESTIMATED AND MAY INCREASE OR DECREASE DEPENDING ON THE NEEDS OF THE CITY.

ONLY ITEMS LISTED ON THE ATTACHED OFFER SHEETS CAN BE SOLD TO THE CITY. ITEMS MAY BE REMOVED AS ADDITIONAL SPECIFIC CONTRACTS ARE ESTABLISHED.

QUOTATIONS WILL BE OBTAINED FOR ALL APPLICABLE PARTS AND SERVICE.

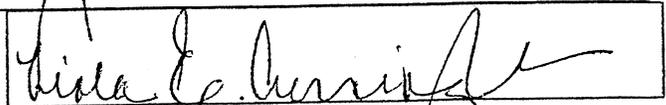
REFERENCE: RFB2008-088-GJ
(VARIOUS DEPARTMENTS)

CITY CONTACT/SHIP TO:
VARIOUS DEPARTMENTS
VARIOUS DIVISIONS

*****CHANGE ORDER*****

CH#1
TO EXTEND CONTRACT FOR 12 MONTHS.
1/31/2010 THRU 1/31/2011 PER PO ADJ#C55336 (12/2/2009 AOB/DM)

Purchasing Division Document



PAGE 3
OFFEROR COMPLIANCE FORM

REQUEST NUMBER: RFB2008-088-GJ
OPENING DATE: DECEMBER 26, 2007

FOR FURTHER INFORMATION
CALL G. JARAMILLO
AT (505)768-3320

DELIVERY DATE: 1-90 DAYS DEPENDING
(PLEASE SPECIFY)
ON QUANTITY & ITEM

FOB POINT:
VARIOUS DEPARTMENTS
VARIOUS LOCATIONS

REQUISITION 220593

ALBUQUERQUE, NM

BID BOND AMOUNT: \$0.00 N/A
BID BOND PERCENT: 0% N/A

PERFORM BOND AMOUNT: \$0.00 N/A
PERFORM BOND 0% N/A

IF APPLICABLE, BID AND PERFORMANCE BOND INFORMATION CAN BE FOUND IN THE SUPPLEMENTAL TERMS AND CONDITIONS.

DISCOUNT: PLEASE INDICATE YOUR FIRM'S DISCOUNT FOR PROMPT PAYMENT:
(THE MINIMUM ACCEPTABLE PERIOD IS 20 CALENDAR DAYS)

20 CALENDAR DAYS: N/A %

30 CALENDAR DAYS: N/A %

OTHER: CALENDAR DAYS: N-10 DAYS %

A 5% LOCAL PREFERENCE IS AVAILABLE FOR THIS BID. THE LOCAL PREFERENCE CERTIFICATION FORM MUST BE COMPLETED, CERTIFIED AND SUBMITTED WITH THE BID IN ORDER TO BE CONSIDERED.
LOCAL PREFERENCE REQUESTED: MFG? BUSINESS?

A STATE RESIDENT PREFERENCE MAY BE AVAILABLE FOR THIS BID. A CURRENT STATE OF NEW MEXICO PURCHASING OFFICE ISSUED RESIDENT PREFERENCE NUMBER MUST BE SUBMITTED WITH THE BID IN ORDER TO QUALIFY FOR CONSIDERATION.

PLEASE ENTER THE STATE RESIDENT PREFERENCE NUMBER HERE: 41R32 MFG?
BUSINESS?

COMPLIANCE AGREEMENT

I, THE UNDERSIGNED, HAVE READ AND EXAMINED THE GENERAL TERMS, CONDITIONS, ANY SUPPLEMENTAL TERMS AND CONDITIONS, AND THE SPECIFICATIONS OF THIS REQUEST AND AGREE TO COMPLY WITH ALL OF THEM.

SIGNATURE: Lewis A Sybertz DATE: 02 / 14 / 08

NAME: LEWIS A. SYBERTZ TITLE: ASST MANAGER
(PRINT OR TYPE)

COMPANY NAME: FIRST IN INC EIN: 85-0364142

ADDRESS: 3720 HAWKINS N.E.

CITY: ALBUQUERQUE STATE: N.M. ZIP: 87109

PHONE: (505) 344-5899 FAX: (505) 344-6081 EMAIL: Abg@firstininc.com

DIRECT DEPOSIT PAYMENT TRANSFERS ARE STRONGLY ENCOURAGED.
TO ACCESS FORMS VISIT WWW.CABQ.GOV/ONLINESVCS/VENDOR/VENDORACH.HTML

CITY OF ALBUQUERQUE

PURCHASING OFFICE

PURCHASE ORDER
0000450546

PAGE
1

1

CONFIRMING DO NOT DUPLICATE

ORDER FROM THIS PO

SHIP TO

SEE BODY OF PURCHASE ORDER FOR SHIP TO ADDRESS AND CONTACT PERSON

RST IN INC
20 HAWKINS NE
BUQUERQUE NM 87109

505-748-3320

DATE OF ORDER	TERMS OF SALE	VENDOR NUMBER	DEPT. REQUESTING
02/21/2008	NET	850364142	WATER AUTHORITY
SHIP VIA	FOB.	REQ.#	DATE MDSE REQUIRED
WAY	DESTINATION	243046H	01/31/2010

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
1	<p>AUTO/OFFROAD PARTS & LABOR</p> <p>0621 0312100 7000621</p> <p>CONTRACT PERIOD: 01/31/08 - 01/31/10</p> <p>PURCHASES UNDER THIS CONTRACT WILL BE IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS OF RFB2008-088-GJ.</p> <p>QUANTITIES ARE ESTIMATED AND MAY INCREASE OR DECREASE DEPENDING ON THE NEEDS OF THE CITY.</p> <p>ONLY ITEMS LISTED ON THE ATTACHED OFFER SHEETS CAN BE SOLD TO THE CITY. ITEMS MAY BE REMOVED AS ADDITIONAL SPECIFIC CONTRACTS ARE ESTABLISHED.</p> <p>QUOTATIONS WILL BE OBTAINED FOR ALL APPLICABLE PARTS AND SERVICE.</p> <p>REFERENCE: RFB2008-088-GJ SPD2008-051-TC</p> <p>CITY CONTACT/SHIP TO: VARIOUS DEPARTMENTS VARIOUS DIVISIONS</p> <p>THIS PURCHASE ORDER IS ISSUED ON BEHALF OF THE ALBUQUERQUE/BERNALILLO COUNTY WATER UTILITY AUTHORITY BY THE CITY OF ALBUQUERQUE. ALL REFERENCES TO THE CITY OF ALBUQUERQUE IN THIS PURCHASE ORDER AND RELATED DOCUMENTS</p>		

TOTAL ►

ADDITIONAL TERMS AND CONDITIONS ON BACK OF PURCHASE ORDER

Acceptance of this purchase order indicates vendor acceptance of all terms and conditions printed on the front and the back of this form.

CONW / THOMAS K. COURTIN
BUYER



CITY OF ALBUQUERQUE ³⁸⁶

PURCHASING OFFICE

PURCHASE ORDER
0000450546

PAGE
2

 CONFIRMING
DO NOT
DUPLICATE

 ORDER FROM
THIS PO

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SEE BODY OF PURCHASE ORDER FOR
SHIP TO ADDRESS AND CONTACT
PERSON

FIRST IN INC

720 HAWKINS NE
ALBUQUERQUE NM 87109

505-768-3320

DATE OF ORDER	TERMS OF SALE	VENDOR NUMBER	DEPT. REQUESTING
02/21/2008	NET	850364142	WATER AUTHORITY
SHIP VIA	FO.B.	REQ. #	DATE MDSE REQUIRED
T WAY	DESTINATION		01/31/2010

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
	SHALL BE CONSTRUED TO APPLY TO THE AUTHORITY ONLY.		

TOTAL ►

ADDITIONAL TERMS AND CONDITIONS ON BACK OF PURCHASE ORDER

Acceptance of this purchase order indicates vendor acceptance of all terms and conditions printed on the front and the back of this form.

CONW / THOMAS K. COURTIN

BUYER

[Signature]
PURCHASING OFFICER

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 City 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, or General Instructions, 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: Accounting, P. O. Box 1985, Albuquerque, NM 87103.
 - 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 City 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 City 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 City and are in addition to and do not limit any rights afforded to the City 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 City.
10. **Default:** The City reserves the right to cancel all or any part of this contract without cost to the City 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 City 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 City 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 City 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 City Council of the City making the necessary appropriations. If sufficient appropriations are not made, this contract may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Vendor. Such event shall not constitute an event of default and all payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's determination regarding appropriations shall be accepted by the Vendor and shall be final.
12. **Termination for Debarment:** The City shall have the right to terminate the contract without notice upon receipt of a notice of debarment 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 City 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 City, if ordered or accepted by the City 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 City'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 City's Purchasing Officer, or designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this contract.
16. **City Furnished Property:** City furnished property shall be returned to the City 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's Public Purchases Ordinance, §5-5-22 R.O.A. 1994.
18. **Non-discrimination:** In 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: City of Albuquerque, Purchasing Division, P.O. Box 1293, Albuquerque, New Mexico 87103, or call (505) 768-3320.

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 City ID number of that person. The City will not be liable for purchases made by unauthorized individuals.

NOTE:

INVOICES SUBMITTED FOR PAYMENT, MUST INCLUDE, AT MINIMUM, THE FOLLOWING INFORMATION:

- A. WORK ORDER NUMBER
- B. CONTRACT NUMBER
- C. DOLLAR VALUE
- D. VEHICLE NUMBER
- E. MILEAGE READING
- F. DATE OF SERVICE
- G. MAKE, MODEL AND YEAR OF VEHICLE
- H. BREAKDOWN OF COST

EACH INVOICE SHALL LIST SEPARATELY:

- A. COST OF LABOR (NUMBER OF HOURS OR FRACTION THEREOF, **TO INCLUDE TAX**, IN ACCORDANCE WITH APPROPRIATE FLAT RATE MANUAL (SHOP TIME)

- B. LISTING OF PARTS AND LIST PRICE LESS DISCOUNT

IF YOU DO NOT INCLUDE THIS INFORMATION PAYMENT MAY BE DELAYED.

THE CITY OF ALBUQUERQUE IS TAX EXEMPT FOR PARTS.

THE LABOR RATE UNIT PRICE BID MUST INCLUDE ALL APPLICABLE TAXES.

. PARTS AND LABOR PRICING SHALL INCLUDE ALL APPLICABLE MISCELLANEOUS/HARDWARE/WASTE DISPOSAL/ENVIRONMENTAL FEES.

INVOICES SUBMITTED WITH MISCELLANEOUS/HARDWARE/WASTE DISPOSAL/ENVIRONMENTAL FEES WILL NOT BE ACCEPTED BY THE CITY.

NO SEPARATE CHARGES FOR THESE ITEMS WILL BE PAID.

ADDITIONAL PARTS AND LABOR CONTRACTS FOR RELATED PARTS AND SERVICES MAY BE ADDED (AT ANY TIME) THROUGHOUT THE CONTRACT PERIOD, IF IT IS IN THE BEST INTEREST OF THE CITY. ONLY THE PURCHASING OFFICER OR HIS DESIGNEE MAY ADD VENDORS TO THIS CONTRACT.

IN ORDER TO BE CONSIDERED FOR ADDITION, A VENDOR MUST FILL OUT A BID PACKAGE.

THIS BID IS FOR TWO (2) YEARS, WITH THE OPTION TO EXTEND FOR AN ADDITIONAL TWO (YEAR PERIOD. (TOTAL OF 4 YEARS)

NOTE:

THIS BID REQUIRES \$1,000,000 DOLLARS OF COMMERCIAL GENERAL LIABILITY INSURANCE.

IF YOU ARE BIDDING LABOR YOU MUST HAVE A MINIMUM OF \$1,000,000 DOLLARS OF GARAGE LIABILITY.

YOU MUST ALSO HAVE WORKER COMPENSATION INSURANCE.

IF YOU DO NOT PROVIDE A CERTIFICATE OF INSURANCE WITH YOUR BID YOU WILL NOT RECEIVE A PURCHASE ORDER (CONTRACT) UNTIL YOU DO.

YOU MUST PROVIDE THIS CERTIFICATE EVEN IF YOU ALREADY HAVE ONE FILED WITH THE CITY.

SPECIFICATION
AUTOMOTIVE AND OFF ROAD PARTS AND LABOR

IMPORTANT INFORMATION:

The City will establish contracts for the furnishing of Automotive and Off Road Equipment Parts and Labor as a result of this Request for Bid. Awards are not automatic to all bidders. Awards will be made based upon the city's requirements and needs as determined by the various user departments which maintain equipment and repair city fleet vehicles and/or off road units.

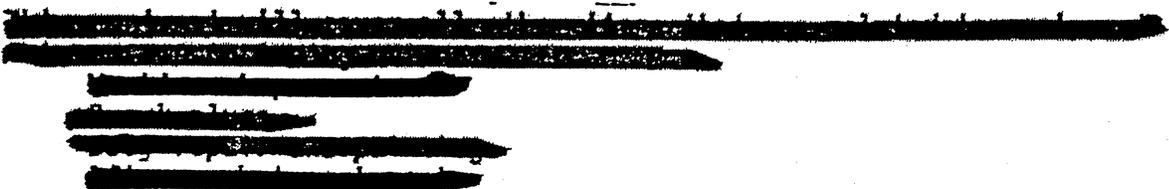
It is not the intent of this Request for Bid to obtain services or other items which can be readily provided by existing city personnel, nor may any contract issued as a result of this Request for Bid be used for providing items or services already under existing city contracts.

Currently, the following contracts exist for automotive and off road related equipment parts and service:

- Fuels, LPG/Propane
- Oils and lubricants
- Transit bus parts
- Mower parts and labor
- Electric motor repair
- Nuts, bolts, washers, and fasteners
- Lubrication and oil change services
- Motorcycle parts
- Tire repair and road service
- Tires, tubes, and recapping
- Vehicle washing
- Equipment Rental
- Vehicle wrecker service for City owned vehicles
- Work clothes
- Automotive upholstery
- Anti-freeze
- Stanley hydraulic tool repair
- Fire extinguishers and service
- Fire apparatus parts and service
- Building maintenance supplies and equipment
- ~~Hydraulic repair and service~~
- Janitorial products
- Automotive paints and supplies
- Automotive Batteries
- Automotive Glass repair and replacement
- Welding supplies and service
- Used oil and waste water removal
- Aurora pump parts

Truck Tarps

Parts washer service
 Bearings as covered by RFB91-216-DN
 Braun lift parts and service
 Electrical supplies
 FMC Sweeper parts and service
 Flyght pump parts
 Freon
 Terra Gator parts and service
 Linear Dynamics parts and service
 Oxygen, acetelyne, and other gases
 Hover craft parts and service
 Radio communications parts and service
 Rolba parts and service
CONTRACTS WILL NOT BE AWARDED UNDER THIS BID FOR THESE ITEMS



 Additional contracts for automotive related parts and services will continue to be added throughout the contract period and will automatically supersede the availability of any items or services provided for as a result of this Request for Bid. The City of Albuquerque reserves the right to release Requests for Bid for any specific Automotive or Off Road Equipment related commodity or service which may be generally covered by contracts issued as a result of this Request for Bid. It is the intention of the City to establish specific contracts for the Solid Waste Management Division. It will cover all of the automotive and off road parts and service requirements of this division. These contracts will be established within the next twelve (12) months.

Completely fill in all the required blanks as they apply to your offer. If the information requested does not apply to your offer, write "N/A" in the appropriate blank(s).

Be sure to provide sufficient information to allow city personnel to be able to determine any and all costs involved in your bid. For example:
 If your company charges overtime or mileage in addition to your normal labor rate, this amount must be stated in your bid.

Information regarding pricing may not be added to your bid later, except in the case of updated price lists from the manufacturer of the parts. Failure to include all applicable pricing information with your bid may cause it to be considered non-responsive. All invoices submitted as a result of contracts issued must be priced directly from the information provided in your bid submission. The labor rate bid must include all applicable taxes.

ACCEPTANCE OF COMMERCIAL REPAIRS BY VENDORS

In order to monitor and regulate the commercial repair process for its

CITY OF ALBUQUERQUE

BIDDER SERVICE INFORMATION FORM

(This form must be completed and returned with the offer)

BIDDER NAME: FIRST IN INC

LABOR RATES (TAX INCLUDED)

Shop labor rate per hour: \$ 74.81
Field repair labor rate per hour: \$ 74.81
Travel charge: _____ per mile/ _____ per hour/ 74.81 flat rate
(fill in one of the above if applicable)

RATE REPAIR MANUAL TO BE USED:

- Mitchell _____
- Motors _____
- Chilton _____
- Other _____

The other repair manuals to be used are:

NAME DATE OF PUBLICATION
ENGINE PARTS MANUAL CURRENT
ENGINE CHASSIS MANUAL CURRENT
AUTHORIZED PARTS & CHASSIS _____
MANUALS FOR MANUFACTURERS ON ATTACHED LIST _____

WARRANTY PERIOD FOR REPAIRS (LABOR ONLY): 90 DAY MINIMUM
WARRANTY PERIOD FOR PARTS INSTALLED: 90 DAY MINIMUM

RESPONSE TIME FOR ROAD SERVICE CALLS: 1-2 HOURS

City of Albuquerque reserves the right to obtain estimates for repairs and select the quotations of those firms that exceed the industry standards.

Indicate below the makes and models of vehicles and equipment that your firm repairs services for. List the labor rate including tax and the parts pricing level for the manufacturers listed. Parts lists (price sheets) must be furnished to the user departments upon request. All updates must be included.

VEHICLE TYPE	LABOR RATE TAX INCLUDED	PARTS PRICE LEVEL	WARRANTY STATION
<u>ATTACHED LIST</u>	<u>74.81</u>	<u>LEVEL ONE</u>	<u>ALBUQUERQUE SHOP</u>
<u>TRUCKS - ALL MAKES</u>			
<u>EMERGENCIES - ALL MAKES</u>			
<u>POLICE Vehicle Emergency Equipment - All makes</u>			
<u>AND All Related Equipment</u>			

CITY OF ALBUQUERQUE

REPAIR PARTS PRICING INFORMATION FORM

(This form must be completed and returned with the offer)

VENDOR NAME: FIRST IN INC

PARTS DELIVERY: NO CHARGE X CHARGE (\$ _____ PER _____)

GUARANTEED DELIVERY TIME: 1-90 DAYS DEPENDING ON QUANTITY and ITEM

List the various brands of Automotive and Off Road parts and after market items you propose to sell to the City of Albuquerque and the pricing level offered as listed below. In the event of like brands being offered by multiple vendors, the lowest total price to the City will be the determining factor in award. Contracts will not be automatically awarded for all brands listed.

- 1. JOBBER
- 2. STOCKING DEALER
- 3. DEALER
- 4. FLEET
- 5. LIST
- 6. LIST LESS A DISCOUNT OF 15 %

Parts lists (price sheets) must be furnished to the user departments upon request. All updates must be included. Indicate the price list in effect at the time of the bid by number and date. If no price list is referenced below, your bid may be considered non-responsive. Indicate the percentage factor if price level six (6) or seven (7) are used in the price level column.

MANUFACTURER	TYPE OF PARTS (Must be specific)	PRICE LEVEL	PRICE LIST NUMBER AND DATE
<u>SEE ATTACHED LIST</u>	<u>EACH LISTED MANUFACTURER</u>	<u>LEVEL ONE</u>	<u>CURRENT</u>
	<u>Supplies & parts specific to</u>		
	<u>PIERCE APPERATUS and other</u>		
	<u>BRANDS OF APPERATUS AS WELL</u>		
	<u>A SAFETY ITEMS FOR FIRE,</u>		
	<u>PERSONEL EMERGENCY WARNING</u>		
	<u>FIRE SUPPRESSION and PERSONEL</u>		
	<u>Protective ENVELOPES END</u>		
	<u>USER DEPARTMENTS CAN PURCHASE</u>		
	<u>ITEMS MANUFACTURED BY THOSE</u>		
	<u>COMPANIES LISTED ON THE ATTACHED LIST</u>		

CITY OF ALBUQUERQUE

BIDDER INFORMATION FORM

(This form must be completed and returned with the offer)

VENDOR NAME: FIRST IN INC

ADDRESS: 3720 HAWKINS N.E
ALBUQUERQUE, NEW MEXICO 87109

MAILING ADDRESS: SAME

TELEPHONE NUMBER: 505 344-5899

CONTACT PERSON(S): JOSE JARAMILLO - MANAGER

FEDERAL TAX IDENTIFICATION NUMBER: 85-0364142

OTHER LOCATIONS OR BRANCHES: MAIN OFFICE: 21432 N CENTRAL, PHOENIX AZ 85024
500 WEST PAISANO EL PASO, TX 79901

(Attach additional sheets if necessary)

TYPE OF SERVICE PROVIDED ie: parts sales, engine repair, machine work:
PARTS and SERVICE & REPAIR OF ALL FIRE APPARATUS, AMBULANCES,
POLICE VEHICLE EMERGENCY EQUIPMENT (SEE ENCLOSED LIST)

AUTHORIZED DEALER, DISTRIBUTOR, AGENT, REPRESENTATIVE FOR:
SEE ATTACHED LIST

NOTE: If at any time during this contract should one of the listed product lines be revoked, terminated, or canceled, the vendor must notify the City within five (5) work days. The vendor will no longer be able to sell this product line to the City. Failure to notify the City of these changes can cause the entire contract to be terminated.

First In, Inc.

Re: Bid # RFB2008-088 GJ

List Of Manufacturers/Vendors Product Lines

Able 2
 Action Coupling
 Air Systems
 Ajax Tool
 Akron Brass
 A H Stock
 American Ladder
 Angus
 Big Sky
 Bio Systems
 Black Diamond
 Brooks
 C & S Supply
 Circul-Air
 Code 3
 Copeland
 Class One
 CMC Rescue
 Cruisers
 David Clark
 D B Smith
 Digital-Ally
 Duo Safety Ladder
 Edison
 Edwards Mfg.
 Elkhart Brass
 ESS (Eye Safety Systems)
 Federal Signal
 Fire Com
 Fire Hooks
 Fire Research
 Firedex
 Fire Pro
 Firequip
 Flamefighter
 Fol-Da-Tank
 Gamber Johnson
 Gemtor
 Genesis Extrication
 GFE/Extendalite
 Go Rhino
 Grace

Also on
 State
 contract

Hannay Reels
 Hansen Ent.
 Hastings Bros. (Hasbra)
 Havis-Shields
 ISG Camera
 Jotto Desk
 Junkin Safety
 Kendall Safety
 Key Fire Hose
 Kochek
 Kwik Raze
 Kussmaul
 Lowell
 MC Products
 Natale Machine (Circle D)
 Norfiline
 Nupla
 Orion Safety
 PAC(Performance Advantage Co.)
 Pacific Reflex Signs
 Pack Shack
 Pelican
 Pierce Mfg.
 PGI
 Pro-Gard
 R & B Fabrication
 Red Head Brass
 Rice Hydro
 Ringer Gloves
 Safeguard America
 Santa Cruz
 SCBA's
 Secure-Idle
 Service Brass
 Setina
 Sound Off
 Stevens
 Streamlight
 Superior Signal
 TNT Tools
 Team Equip
 Tele-Lite

Task Force tips
 Tomar
 Truck Vault
 Turtle Plastics
 Unifire
 United Fire Safety
 Unity
 Waterous
 Whelen
 Wildfire Pacific
 Will-Burt
 Winco
 Worden
 Wright
 Xcaper/Whiffs
 Zephyr Ind.
 Ziamatic (Zico)

CITY OF ALBUQUERQUE
SPECIFICATIONS
AUTOMOTIVE AND OFF ROAD PARTS AND LABOR

CONTRACT PERIOD:

This contract will be effective _____ the date of award, whichever is later, and continue for 1 (24) months with an option to renew for an additional 1 (24) month periods upon mutual agreement.

SERVICE AREA:

Bidders for maintenance and repairs must have a service facility within the greater Albuquerque Metropolitan area.

YEARLY REQUIREMENTS:

The City's estimated yearly requirements are covered by this agreement. Bidders are cautioned that they must have the capability to provide all the services for which they bid. If a capability is found to be lacking, the bidder will be considered non-responsive and the bid may be rejected, or the contract cancelled as applicable.

This bid will be awarded to the firm quoting the lowest net price to the City of Albuquerque for each type or make of equipment to be serviced or repaired. To insure full and adequate coverage, multiple awards may be made if it is deemed to be in the best interest of the City.

This bid will be awarded to the firm quoting the lowest net price to the City of Albuquerque for each type or brand of parts to be obtained. To insure full and adequate coverage, multiple awards may be made if it is deemed to be in the best interest of the City.

ORDERS:

Purchase orders will be issued and goods and services will be ordered on an as "required basis". Purchase order release numbers will be issued and required when a actual order for goods and services is placed with a vendor. These numbers must be referenced on all invoices and official correspondence

RESERVATIONS:

The City reserves the right to purchase any, all, or none of the requirements from vendors awarded contracts as a result of this bid invitation. The City reserves the right to purchase separately, any item or group of items when the interest of the City will best be served by such action. In no case shall the charge for labor on any regular job exceed the bid price per hour times the number of hours shown in the applicable flat rate manual for such repairs in effect on the date such repairs were preformed or actual hours of productive labor, whichever is less.

SERVICES NOT LISTED:

For services preformed on equipment which is not covered by an applicable current flat rate manual, or in those cases where a multiple of services covered by the flat rate manual are combined at the request of the City, an

estimate of the number of hours required to perform the service shall be supplied by the contractor at the time the unit covered by this contract are entered in the shop or inspected at a City facility. If approved by the City, this shall become the ceiling as to the maximum time to be charged under the contract for that repair order. Time allowance for such work shall be the actual hours of productive labor necessary to complete the job, but not to exceed the ceiling. The contractor shall maintain detailed, complete, and accurate accounting records on the repair order basis and the hours of labor will be supported by individual daily job time cards.

PARTS, ASSEMBLIES, AND MATERIALS:

Parts will be billed at the price offered in the bid schedule. The contractor, at the request of the City, may be required to furnish copies of parts invoices at any time during the term of this contract. In cases where the manufacturers current retail price or vendor's cost list is non-existent for material such as, but not limited to grease, nuts, bolts, etc., the City shall be billed at the actual net cost to the contractor for such items. If the contractor must manufacture or fabricate parts the net cost of these parts will be determined by negotiations when the repair work is ordered. No fabrication work shall proceed without permission of the City. Parts locally manufactured by the contractor shall not exceed the stated price for an equivalent non-locally manufactured part available through any of the contracts resulting from the RFB without the express written permission of an authorized City representative. The bidder shall indicate the percent discount from manufacturers suggested list price or percentage above the net cost on parts and materials in bid schedule. This discount will be considered in the evaluation of the offers. The City reserves the right to request the return of or inspection of any parts, accessories, assemblies, or subassemblies replaced on vehicles to effect the repair. The intent of this bid is to secure the purchase of common automotive parts and accessories, and/or the labor that is necessary for the repair and maintenance of a vehicle, and/or that contribute to the safety of the operator.

For purposes of managing contracts resulting from this RFB, the words "parts", "materials", "componets", and "assemblies" are equivalent in terms of pricing and their relationship to the intent of this RFB.

LABOR:

In the space provided on the quotation sheet, state the hourly labor rate at which all labor will be billed. The quoted rate for labor, mileage, and minimum service shall remain firm for the contract period and any extensions there of. The number of hours charged for each service or repair shall not exceed the Flat Rate Standard for such operations. The labor rate must include all applicable taxes.

PARTS (FRANCHISED DEALERS AND JOBBERS):

The price quoted shall be in the form of a percentage of list price or a firm discounted price. List price shall be defined as that published in the manufacturers latest national standard printed price list and so recognized by the trade. Costs for parts and supplies will be itemized and costed separately on each invoice and will indicate list price less discount offered, cost plus percentage offered, or the firm price indicated. Parts prices based on manufactures schedules shall be those

listed in manufacturers published price schedules. NO ADD ON PRICES TO LIST PRICE WILL BE ACCEPTED. The prospective vendors agree to carry an adequate parts inventory to service the user agency needs without undue delay. All parts and materials purchased under this Price Agreement shall carry the manufacturers standard warranty.

Parts purchased as a result of this bid and returned for credit or exchange for any reason, shall not be subject to restocking nor handling charges. (SPECIAL ORDER PARTS EXCLUDED). All other standard business practices shall be extended to the City.

Any and all parts and/or materials returned for credit must be issued full credit for actual price paid, provided the item(s) are in clean, salable condition and were purchased with the past 24 months.

Industry wide price increases, as reflected in newly published manufacturer's price listing will be honored; however, percentage discounts offered will not be subject to change. Proof of such increases shall constitute the replacement of price listing by the manufacturer, and will be subject to verification by the City at its discretion at any time during the contract period. The City reserves the right to request from each bidder, prior to the award of any contract, a copy of the manufacturer's current genuine parts price list for items bid. The successful bidder(s) for each manufacturer's equipment parts or supplies will be required to provide at least one copy of such price list(s) and all subsequent revisions thereto, during the contract periods.

Upon request, price lists must be furnished to the following Departments/Divisions: Purchasing, Accounting, Fleet Management, General Services, Solid Waste Department, Fire Department, Transit Department, Public Works Department, and Police Department.

The City must receive changes to price lists at least 5 working days prior to the increased/decreased price becoming effective to the City. No increase/decrease will be retroactive and orders placed with the vendor for parts or materials prior to its receipt of requested price changes will be honored.

The City agrees to compensate the contract vendor reasonable freight and handling charges incurred in the procurement of "SPECIAL ORDER PARTS" which are not normally stocked items, provided that written authorization is granted by the City at time of order. Such charges are strictly limited to actual costs of freight and handling. Unauthorized freight/handling charges will not be paid.

INSPECTION OF SERVICES

- A. DEFINITIONS. "Services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during contract performance.

- C. The City has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The City shall perform inspections and test in a manner that will not unduly delay the work.
- D. If any of the services do not conform with contract requirements, the City may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the City may (1) by contract or otherwise, perform the services and charge to the contractor any cost incurred by the City that is directly related to the performance of such service or (2) terminate the contract for default.

VEHICLE SAFETY

Recognizing that the safety of the vehicle is paramount at all times, whenever a Contractor notes a deficiency is directly related to vehicle safety, such as repairs to brakes, running gear, fuel systems, or throttle linkage, and has been officially reported to the appropriate city department and at the direction of the appropriate city department, the Contractor shall correct such deficiency. If the deficiency is caused by the operations of the Contractor, the safety item will be the responsibility of the Contractor to repair at no cost to the City. In addition, until the Contractor caused deficiency is resolved, the Contractor may be instructed to stop work on all City vehicles in his shop that are having repairs performed which are of the nature of the deficiency. Safety related deficiencies found in vehicles or failure to correct such deficiencies or otherwise comply with this clause may be cause for termination for default.

DELIVERY TIME

- A. The City and the contractor shall communicate effectively when orders are being placed. Delivery time, or time required for completion of repairs shall be negotiated between the contractor and the City for each specific repair job. Parts delivery time shall be negotiated by the City and the contractor at the time any parts order is placed. Failure to deliver the parts within the mutually agreed time automatically cancels the order unless an alternate delivery time is mutually agreed upon.
- B. If, after repair order is written, delivery time required for repairs or services is longer than that on which the award is based because of the unavailability of required parts. The Contractor must request of the various city departments, and obtain, an authorized extension of time; however, the various city departments have the right to have the work done elsewhere in lieu of authorizing an extension of time.

WAIVER OF DELIVERY SCHEDULE

- A. None of the following shall be regarded as an extension. Waiver or abandonment of the delivery schedule or a waiver of the City's right to terminate for default: (I) delay by the City in terminating for default; (II) acceptance of delinquent deliveries; and (III)

be performed without unnecessary delay. Contractor must have adequate facilities and available suitable up-to-date diagnostic and repair equipment necessary for the diagnosis, repair and adjustment of automotive systems to meet the federal standards for air quality and safety. Necessary equipment includes, but is not limited to, such diagnostic equipment as an oscilloscope or computer diagnostic machine, infrared analyzer, and cylinder balance tester, as may be appropriate. Contractors shall have adequate manufacturer's or commercially-published repair and specifications manual for all City vehicles serviced and repaired.

METHOD OF CHARGES

The following labor manuals are used to determine repair time.

- A. Motor's Flat Rate Manual
- B. Mitchell's Flat Rate Manual
- C. Chilton's Flat Rate Manual
- D. Various Vehicle Manufacturer's Flat Rate Manuals-

The Contractor shall charge, for labor, an amount equal to the contract hourly rate, multiplied by the number of hours shown on the applicable published flat rate (Shop Time), or time schedule for such repairs.

CEILING OF LABOR CHARGES

For services performed which are not covered by the applicable current flat rate or time schedule, an estimate of the number of hours required to perform the service will be supplied by the contractor at the time the equipment is to be serviced. If approved by the City, this will become the ceiling as to the maximum number of hours to be charged for labor under the contract for that repair order; time allowance for such work will be the actual hours of the direct labor necessary to complete the job but not to exceed the ceiling. If the estimate offered by the Contractor for the job is considered unreasonable by the City, or otherwise subject to question based on cost experience and estimates of prevailing costs for such work, the right is reserved to procure the services on the open market, with approval of the Purchasing Officer.

BILLING FOR SERVICES RENDERED

The contractor shall render invoices for services performed directly to the City Accounting Department. When orders are placed under this arrangement, the vendor is responsible for furnishing one (1) copy of the invoice at the time the service is complete and obtaining the signature of the person receiving the service on the original copy of invoice.

- A. Invoices shall cite the work order number, contract number, dollar value, vehicle number, mileage reading, date of service, make, model and year of vehicle. Each invoice shall list separately: (1) cost of labor (number of hours or fraction thereof), in accordance with appropriate flat rate manual (Shop Time), (2) listing of parts, and list price less discount.
- B. When parts are furnished by the City, They shall be itemized on Contractor's invoice at no cost, and indicated as City furnished

parts. The original and (1) copy of the repair order invoice or shop repair order delivery to be presented with the applicable equipment upon delivery to the City.

- C. The vendor will bill at least monthly on an itemized statement form which must cite work order number, contractor number(s), vehicle number(s), and total amount from attached original invoice(s).

MATERIAL AND PARTS

- A. The City reserves the right to furnish without cost to the contractor, any repair parts, accessories or supplies required in the repair of City-owned vehicles.
- B. Parts and materials must be new and conform to the original equipment manufacturer's specifications unless otherwise approved by the City or an appointed representative. Rebuilt assemblies may be used in the repair of equipment, with prior approval of the ordering office when such is standard industry practice and the rebuilt assembly or subassembly carries the same manufacturer's or remanufacturer's warranty as a new assembly or subassembly. Any part removed is City property and shall be returned upon request of the ordering agency with each vehicle serviced, unless replacement part price is predicated upon an exchange basis with the part replaced.
- C. All work performed and materials provided as a result of this RFB shall conform to the highest industry standards.

MOTOR VEHICLES UNDER MANUFACTURER'S WARRANTY

No motor vehicles under manufacturer's warranty will be covered by this contract during the period of such warranty, unless approved by the Fleet Management Department. When a vehicle is being repaired at an authorized dealership under warranty, other services not covered by the warranty may be performed at said dealership.

OPTION TO EXTEND THE TERM OF CONTRACT

The terms of this contract may be extended by:

- A. A written notice of intent to extend is given to the Contractor before expiration of the current contract (this notice shall not be deemed to commit the City to an extension).
- B. The extension of the contract shall be signed by both parties.
- C. Extensions shall be not more than _____ months upon mutual agreement.
- D. The prices terms and conditions of the current contract shall remain unchanged during the period of the extension.

The City retains the right to audit invoices for discount, cost, time and labor charges. The audit will be at City discretion and records must be available within 48 hours of request.

GARAGEKEEPERS INSURANCE

Garagekeeper's Insurance must be provide for loose or damage to City of Albuquerque vehicles while the contractor is attending, servicing, repairing, parking or storing same in its garage operations in the amount of \$100,000. With the City of Albuquerque named as loss payee.

All insurances must be furnished to the City of Albuquerque Purchasing Division before a Purchase Order will be issued.

acceptance or approval of samples submitted either after default in delivery or in insufficient time for the Contractor to meet the delivery schedule.

- B. Any assistance rendered to the contractor on his contract or acceptance by the City of delinquent goods or services hereunder, will be solely for the purpose of mitigating damages, and is not to be construed as an intention of the waiver of any rights the city may have under subject contract.

DELIVERIES DURING THE CONTRACTUAL PERIOD - PLACING OF ORDERS

In accordance with the scope of Contract clause, this contract covers all requirements that may be ordered, as distinguished from delivered during the contract term. This is for the purposes of providing continuity of supply by permitting the City to place orders as arise in the normal course of supply operations. Accordingly, any order mailed (or received, if forwarded by other means than through the mail) to the Contractor on or before the expiration date of the contract, and providing for delivery within the number of days specified in the contract, shall constitute a valid order.

ISSUANCE OF REPAIR ORDER

The City representative will give the contractor an oral or written repair order listing the vehicle services as listed in the flat rate manual to be accomplished, and the delivery time for return of the vehicle by the Contractor. The price shown on the repair order will not be exceeded without prior approval of the City, in which even, the repair order will be modified accordingly. Such approval will be given only when something new or additional is determined by the City to be necessary during the progress of work being done.

PLACEMENT OF ORDERS

Orders shall be placed directly with the Contractor. To effect prompt and efficient servicing of equipment, the City shall provide orally, or in repair orders, information that will assist the contractor in readily locating the equipment and/or any other information which will facilitate repairs, such as:

- A. Make, model and year of vehicle;
- B. License number;
- C. Person to Contact;
- D. Pickup location of vehicles (if applicable);
- E. Description of repairs to be performed;
- F. Delivery time required;
- G. Work order number;
- H. Itemized listing of City-furnished material (if any);

MECHANICS AND EQUIPMENT

Contractor agrees that all work will be professionally diagnosed and repairs and/or adjustments performed by competent mechanics, experienced and qualified, to work on the specific type of equipment, and that all work will

Funding for the contract resulting from this Request has been appropriated by the City Council for the City's current fiscal year. Notwithstanding any other provisions in the contract resulting from this Request, its continuation beyond the end of the/any fiscal year is contingent on the City Council making the appropriations necessary to fund the contract. If sufficient appropriations are not made the contract may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such termination shall not constitute a default. All payment obligations of the City and all of its interest in the contract will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

(2/10/99)

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SUPPLEMENTAL TERMS AND CONDITIONS
REQUEST NUMBER: RFB2008-088-GJ

SUPPLEMENTAL TERMS AND CONDITIONS:

THESE SUPPLEMENTAL TERMS AND CONDITIONS ARE IN ADDITION TO THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND, IN THE EVENT THERE IS A CONFLICT BETWEEN THE PROVISIONS OF THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND THESE SUPPLEMENTAL TERMS AND CONDITIONS, THE PROVISIONS OF THESE SUPPLEMENTAL TERMS AND CONDITIONS SHALL CONTROL.

AWARD OF CONTRACT - MULTIPLE AWARDS:

THE CITY RESERVES THE RIGHT TO MAKE MULTIPLE AWARDS AS A RESULT OF THIS REQUEST IF DOING SO MAY BE ADVANTAGEOUS TO THE CITY.

CONTRACT PERIOD - 24 MONTHS:

A CONTRACT RESULTING FROM THIS REQUEST WILL BE EFFECTIVE FOR TWENTY-FOUR (24) MONTHS FROM THE DATE OF ISSUE OF THE PURCHASE ORDER UNLESS OTHERWISE SPECIFIED IN THE REQUEST.

CONTRACT PERIOD - EXTENSION OF:

ANY CONTRACT RESULTING FROM THIS REQUEST MAY BE EXTENDED FOR AN ADDITIONAL TWELVE (12) MONTH PERIOD OR ANY PART OF A TWELVE (12) MONTH PERIOD BY MUTUAL AGREEMENT BETWEEN THE CONTRACTOR(S) AND THE CITY.

DAMAGE RESPONSIBILITY FOR:

THE SUCCESSFUL OFFEROR TO THIS REQUEST SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED DURING REMOVAL OR INSTALLATION. DAMAGE SHALL BE REPORTED IMMEDIATELY TO THE DESIGNATED CITY REPRESENTATIVE.

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SUPPLEMENTAL TERMS AND CONDITIONS
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DESIGN CONFORMANCE - OSHA:

THE DESIGN OF ALL EQUIPMENT PURCHASED AS A RESULT OF AN OFFER MADE IN RESPONSE TO THE REQUEST SHALL BE IN CONFORMANCE WITH ALL APPLICABLE REGULATIONS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT WHICH ARE IN EFFECT AT THE TIME OF DELIVERY.

ESTIMATED QUANTITIES, NOT AN ORDER:

THE ESTIMATED QUANTITIES LISTED DO NOT CONSTITUTE AN ORDER AND ARE NOT NECESSARILY COMPREHENSIVE; THEY ARE A REPRESENTATIVE SAMPLE OF WHAT IS LIKELY TO BE PURCHASED DURING THE COURSE OF A CONTRACT RESULTING FROM THIS REQUEST AND WILL BE USED ONLY TO EVALUATE OFFERS AND AWARD SUCH A CONTRACT. THESE QUANTITIES AS STATED MAY INCREASE OR DECREASE DEPENDING ON THE ACTUAL NEEDS OF THE CITY. ACTUAL ORDERS WILL BE PLACED

FREIGHT, PREPAID:

FREIGHT WILL BE F.O.B. DESTINATION - FREIGHT PREPAID. F.O.B. POINT OTHER THAN INDICATED BY THE CITY WILL NOT BE ACCEPTABLE.

GUARANTEED PERFORMANCE:

THE OFFEROR, IF AWARDED A CONTRACT AS A RESULT OF THIS REQUEST, GUARANTEES THAT THE MATERIALS SUPPLIED ARE CAPABLE OF THE PERFORMANCE REQUIRED IN THE SPECIFICATIONS IN THIS REQUEST, AND AGREES TO MAKE SUCH CHANGES, ADJUSTMENTS OR REPLACEMENTS AS ARE IMMEDIATELY NECESSARY IN ORDER FOR THE MATERIALS TO MEET THE PURCHASING REQUIREMENTS AT NO COST TO THE CITY. IF DEFECTS OR SPECIFICATION FAILURES ARE DISCOVERED, THE PURCHASING OFFICER SHALL HAVE THE RIGHT, NOTWITHSTANDING ACCEPTANCE AND PAYMENT, TO REQUIRE THE UNIT/ITEM TO BE PROPERLY FURNISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS AT THE COST AND EXPENSE OF THE OFFEROR OR THE OFFEROR'S SURETY.

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SUPPLEMENTAL TERMS AND CONDITIONS
REQUEST NUMBER: RFB2008-088-GJ

INSPECTION OF MATERIALS:

THE CITY RESERVES THE RIGHT TO INSPECT MATERIALS PROVIDED BY THE OFFEROR THROUGH A CONTRACT RESULTING FROM THIS REQUEST TO DETERMINE THEIR QUALITY, FITNESS AND SUITABILITY. INSPECTION OF THESE MATERIALS MAY BE CONDUCTED WHENEVER THE CITY CONSIDERS NECESSARY.

MANUFACTURER'S INFORMATION:

ANY OFFER MADE IN RESPONSE TO THIS REQUEST MUST INCLUDE THE MANUFACTURER'S MAKE AND MODEL NUMBER (AS APPLICABLE) OF EACH ITEM AND LITERATURE CLEARLY DESCRIBING THE ITEM. FAILURE TO PROVIDE THIS INFORMATION MAY RESULT IN REJECTION OF THE OFFER.

CITY OF ALBUQUERQUE

GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

IMPORTANT: READ CAREFULLY BEFORE SUBMITTING OFFERS. FAILURE TO DO SO SHALL NOT ABSOLVE THE OFFEROR FROM RESPONSIBILITY TO PERFORM OR DELIVER AS SPECIFIED.

1. **Applicability:** Except as otherwise specifically provided in this Request, these General Instructions, Terms, and Conditions shall govern the procurement of the items specified in this Request. In the event of a conflict between these General Instructions, Terms, and Conditions, Supplemental Terms and Conditions or the Specifications of this bid, the order of applications shall be the Specifications, Supplemental Terms and Conditions, and the General Instructions, Terms and Conditions. In addition, the Public Purchases Ordinance (Section 5-5-1 et seq. ROA 1994) and promulgated Rules and Regulations shall apply.

2. **Definitions:** As used in this request, the definitions of the Public Purchases Ordinance (Section 5-5-2 ROA 1994) apply including the following:
 - A. "City" means the City of Albuquerque, New Mexico.
 - B. "Contract" means any agreement for the procurement of goods, services, construction or concessions. A purchase order issued in response to an offer constitutes a contract.
 - C. "Contractor" means an Offeror who has been awarded a contract.
 - D. "Offeror" means a business that submits a response to a competitive solicitation.
 - E. "Purchase Order" means a document issued by the Purchasing Office directing the Contractor to deliver goods, services or construction.
 - F. "Purchasing Office" means the Purchasing Division of the Department of Finance & Administrative Services of the City.
 - G. "Purchasing Officer" means the person charged with the responsibility of administering the Purchasing Office.
 - H. "Request" means all documents, including those attached or incorporated by reference, issued by the Purchasing Office for soliciting offers to provide goods, services or construction.
 - I. "Responsible Offeror" means a business which has the capability in all respects to perform fully the contract requirements set out in the competitive solicitation, and the integrity and reliability which will assure good faith performance, and who has not violated or attempted to violate any provision of law or ethical conduct. Factors which may be considered in determining the Offeror's capability to perform, among others, are its financial resources, production or service facilities, service reputation and experience.
 - J. "Responsive Offer" means a written offer to furnish goods, services or construction in conformity with standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

3. **Preparation of Offer:**

- A. **Submission:** All offers must be submitted on the Request for Bid Form enclosed. Failure to do so may disqualify your offer. It is the responsibility of the Offeror to submit sufficient additional information to allow for a thorough evaluation of the offer submitted.
- B. **Preparation Method:** All information required in this Request must be typewritten or handwritten in ink and must be legible. Erasures or other changes must be initialed by the person signing the offer. Each offer must be signed on the appropriate pages by an individual authorized to bind the Offeror submitting the offer.
- C. **Unit Prices:** The unit price for each item offered shall be shown unless otherwise specified. In the case of a discrepancy between the unit price and the extended price, the unit price will govern in determining the price used for evaluation. Unit prices offered should be for the units specified.
- D. **Delivery Time:** Delivery time stated in the specifications shall apply. Deviations by the Offeror shall be stated on the Exception Form. Time, if stated in number of days, will be consecutive calendar days.
- E. **Payment Terms:** The Request for Bid Form provides space for the Offeror to identify the payment terms that the Offeror is offering. Terms of less than twenty (20) days will not be considered. The discount term shall not begin until the goods, services or construction have been delivered and accepted and the correct invoice is received in the City's Accounts Payable Office.
- Prompt payment discounts will NOT be used as a factor in determining the lowest responsive offer.
- F. **Freight Policy:** Freight will be F.O.B. Destination (as indicated on the Request Form), Freight Prepaid, unless otherwise specified in this Request.
- G. **Taxes:** Offerors shall include any applicable gross receipts taxes in its offered price, unless specified otherwise in this request, and such offer will be construed in that manner. The City will, under appropriate circumstances, furnish a non-taxable transaction certificate. Determination of whether the tax is due and payment of the tax is the responsibility of the Offeror. Applicable taxes are to be included in each invoice due and may not be billed more than sixty (60) days after providing the goods or services to which the taxes apply.
- H. **New Material, Etc.:** All materials, supplies, equipment, and vehicles specified in this Request shall be new, the latest in production and manufactured within the last twelve (12) months (computed from the date and time of offer opening) unless otherwise indicated. This does not apply to materials, supplies, equipment or vehicles used by the Contractor to provide the required items of tangible personal property, services or construction.
- I. **Warranty:** Materials furnished by the successful Offeror shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials.

The Offeror agrees that the items of tangible personal property, services or construction furnished under any contract resulting from this Request shall be covered by the most favorable commercial warranties the Offeror gives to any

customer for such items. Further, the Offeror agrees that the rights and remedies provided in such warranties extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this Request. The Offeror agrees not to disclaim warranties of fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.

- J. **Equivalent Offers:** Where a product is characteristic of a sole manufacturer, or where a brand name is indicated in the specifications, it shall be defined to mean minimum acceptable level or minimum quality required by the City unless the specifications state that no substitutions or equivalents will be allowed. If the Offeror offers an item other than the one specified, which the Offeror considers comparable, the manufacturer's name and model number of that item must be specified in the offer and sufficient performance specification and descriptive data provided to permit a thorough evaluation. Failure to provide the appropriate information may result in disqualification of the offer.
- K. **Exceptions to Specifications:** Offerors are to state any exceptions taken to this Request on the Offeror Comments Form. If no exceptions are stated, the Offeror is required to furnish the items exactly as specified and to comply with all other requirements of this Request.
- L. **Indemnity:** The Offeror to whom an award has been made as a result of this Request expressly agrees to defend, indemnify and save harmless the City and its officers, agents and employees from and against any and all claims, suits demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, persons, or property arising out of the Offeror's providing the goods, services or construction pursuant to the offer or by reason of any act or omission, neglect or misconduct of the Offeror, the agents, employees or subcontractors of the Offeror or the agents or employees of any subcontractor of the Offeror. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.
- M. **Patent Indemnity:** If any item furnished pursuant to any contract resulting from this Request shall be covered by any patent, copyright, or application for patent or copyright, the Offeror shall defend, indemnify and save harmless the City from any and all loss, cost or expense or any all claims suits, or judgments as a result of the use of such item in violation of rights under such patent, copyright, or application for patent or copyright.
- N. **Public Inspection:** Each offer shall be open to public inspection, except to the extent the Offeror designates trade secrets or other proprietary data to be confidential. Material so designated shall accompany the offer and each page shall be clearly marked and readily separable from the offer in order to facilitate public inspection of the non-confidential portion of the offer. Prices and makes and models or catalog numbers of the items offered, deliveries and terms of payment shall be publicly available at the time of the opening of the offer regardless of any designation to the contrary. The City shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the offers. Offerors are cautioned that materials designated confidential may nevertheless be subject to disclosure to any New Mexico citizen under the Inspection of Public Records Act (Sections 14-2-1 through 14-2-3 N.M.S.A. 1978).
- O. **Material Safety Data Sheets:** To comply with the Occupational Health and Safety Regulation 1910.1200 for general standards on handling hazardous

City of Albuquerque
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materials, material safety data sheets may be required for all or part of the products included on this Request. It is the responsibility of the Offeror to make this determination and, if required, a copy of the MSDS must accompany the product when delivered to the end user. Failure to comply with this requirement may cause the delivery of products to be rejected and all costs related to such action to be borne by the Offeror.

P. **Licenses and Certifications:** The Offeror must provide proof in a manner acceptable and within the time period specified by the Purchasing Office, but prior to award unless otherwise specified in this Request, that they are licensed and certified by the appropriate agencies as required by law to perform the services or provide the goods specified in this Request.

4. **Debarment or Ineligibility Compliance:** By submitting its offer in response to this Request, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

5. **Ethical Conduct:** By submitting its offer in response to this Request, the Offeror certifies that:

- A. It has not offered, given or agreed to give to any City employee or former employee, a gratuity or offer of employment to influence the preparation of or recommendation of award of this Request;
- B. It has not retained a person to solicit or secure a City Contract for a contingent fee;
- C. It has not taken any action in restraint of free competitive bidding in connection with this Request;
- D. It has not in any way violated the ethical conduct or other provisions of the City's Public Purchases Ordinance; and
- E. It currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance of any contract resulting from this Request.

6. **Requests for Explanations by Offerors:**

- A. **Requests for Explanation:** Any explanation desired by the Offeror regarding the meaning or interpretation of specifications or any part of this Request must be requested in writing and received in the Purchasing Office not less than ten (10) calendar days before the offer opening date.
- B. **Responses to Requests:** Oral explanations or instructions given prior to the opening of the offer shall not be binding. Any official explanations must be issued, in writing, by the Purchasing Division.

7. **Addenda:**

Addenda: Changes or amendments to specifications, conditions or provisions herein may be initiated **ONLY** through the Purchasing Office in the form of a written addendum.

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Any addenda shall become a part of this Request and should be acknowledged either by being signed and returned with the offer or through letter or telegram that arrives prior to the opening of the offer. Failure to do so may result in disqualification of the offer.

It is the responsibility of all vendors considering making an offer in response to this Request to ensure that they have received all addenda prior to making an offer. Offerors may contact the Purchasing Division to obtain information regarding any addenda issued. Failure to obtain an addendum shall not be grounds for overturning a recommendation of award.

8. **Clarification of Offers:**

The City may, in the evaluation of offers, request clarification from Offerors regarding their offers, obtain additional material or literature, and pursue other avenues of research as necessary to insure that a thorough evaluation is conducted.

9. **Submission of Offer:**

A. ***Time:*** Offers not received by the time and date indicated on the Request will not be accepted.

B. ***Hand Carried:*** Offers may be hand carried to the City Clerk's Office on the basement level of the Albuquerque/Bernalillo County Government Center, One Civic Plaza, Albuquerque, New Mexico.

C. ***Mailed:*** Offers may be mailed to the Attention of the City Clerk, City of Albuquerque, P.O. Box 1293, Albuquerque, New Mexico, 87103. The City shall not be responsible for offers that are mailed and not received by the opening date and time specified in the solicitation.

Note: The City picks up mail at the post office once every morning at 7:00 AM (local time). **ALL SEALED BIDS MUST BE RECEIVED IN THE OFFICE OF THE CITY CLERK BY THE TIME SPECIFIED ON PAGE ONE OF THIS RFB. THE TIME RECORDED IN THE CITY CLERK'S OFFICE WILL CONTROL.**

D. ***Receipts:*** Receipts for hand delivered offers shall be issued by the City Clerk's Office (upon request) for offers which are hand carried.

E. ***Envelope Preparation:*** The envelope/package containing an offer must be sealed and the following identifying information legibly written or typed on the outside:

- 1) Name of Offeror
- 2) Request Number assigned by the City to the Request
- 3) Opening date as identified on the Request or subsequent addenda

F. ***No Other Methods of Offer Delivery:*** Neither telephone, telegraphic, or facsimile Offer shall be accepted.

10. **Civil Rights Compliance:**

Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances relating to the enforcement of civil rights.

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Offeror additionally certifies and agrees to abide by and cooperate in the implementation of the policies and practices set forth in the City's Affirmative Action Plan. Questions regarding civic rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Division, Community Services Department.

11. **Americans with Disabilities Act Compliance:**

Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all applicable provisions of the Americans with Disabilities Act of 1990 and Federal regulations promulgated thereunder.

12. **Withdrawal of Offers:**

An offer may be withdrawn in person at any time BEFORE the scheduled opening of offers, provided a receipt for the withdrawn offer is signed by the Offeror or the Offeror's authorized representative. The City reserves the right to request proof of authorization to withdraw an offer.

13. **Opening of Offers:**

Time and Place: Offers will be opened by the City Clerk at the time and place identified in this Request. Openings are open to the public. Offerors are encouraged to attend.

14. **Disqualification of Offer:**

Any offer received from an Offeror that is, at the time of submitting its offer or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected. In addition, the City reserves the right to reject an offer for, including but not limited to, any one or more of the following circumstances:

- A. In the past the Offeror has failed to comply with previous contractual commitments or offers to the City.
- B. In the opinion of the City the Offeror is not capable of providing the offered goods, services, or construction as offered or required by the Request or is otherwise not a responsible Offeror.
- C. The Offeror has not provided sufficient or detailed information which allows for the evaluation of the offer.
- D. In the opinion of the City, the offered prices are higher than the prices for which the specified items or services can be purchased on the open market.
- E. The Offeror failed to properly fill in any space on the Request Form and attached documents where information or a signature is required.
- F. The Offeror did not, at the time the offer is made, have an appropriate New Mexico Contractor's License or Certification when one is required by law, regulation or by this Request.
- G. The Offeror failed to submit with their offer, bid bonds or other material requirements of the Request or has otherwise submitted a non-responsive offer.

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- H. There are unauthorized additions, conditions, alternate proposals or other irregularities of any kind which might make the offer incomplete, indefinite or ambiguous in meaning.
- I. Offer was not submitted in ink or typewritten or there is any erasure or alteration of words or figures relating to pricing which is not initialed in ink by the Offeror.
- J. The City determines that an offer contains any misrepresentations whatsoever.

15. **Rejection/Cancellation of Offers:**

Any solicitation, prior to opening or after opening, may be cancelled or any or all offers may be rejected in whole or in part when it is in the best interest of the City.

16. **Minor or Technical Irregularities:**

Minor or technical irregularities in an offer, when there is no effect on price, quality or quantity, may be waived and clerical errors in an offer may be corrected if permitted by the Purchasing Officer and are in the best interest of the City.

17. **Nonconforming/Conditional, or Counter Offers:**

An offer which is nonconforming or conditional, whether in part or in whole, will be rejected.

18. **Offer Analysis:**

The City reserves the right to analyze, examine and interpret any offer for a minimum period of ninety (90) consecutive calendar days, after the scheduled time for the opening of offers. Offers may not be rescinded during this period except for good cause and with the written approval of the Purchasing Officer. In those situations where the analysis/evaluation exceeds the ninety (90) calendar days, Offerors may withdraw their offers from consideration.

19. **Award of Contract:**

- A. ***When Award Occurs:*** The award of a contract occurs when a Purchase Order is issued or another written contractual commitment of acceptance by the City Purchasing officer is provided to the Offeror. A Recommendation of Award or Letter of Intent does not constitute award of contract.
- B. ***Award:*** If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer is lowest in total price and is the most advantageous to the City, specifications and other factors considered.
- C. ***Basis of Award:*** The City reserves the right to award a contract based on this Request in total or by group of items, on the basis of individual items, or any combination of these, which in the judgment of the Purchasing Officer, best services the interests of the City, unless otherwise stated in this Request.
- D. ***Increase of Quantities:*** The City reserves the right to increase the quantities of items of tangible personal property, services or construction to be provided within a twelve (12) month period, under the terms of the Contract, at the same prices, with the consent of the Contractor.

City of Albuquerque
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- E. **Decrease of Quantities:** The City reserves the right to decrease the quantities of items of tangible personal property, services or construction to be provided under the terms of the Contract. However, the Contractor shall be offered an opportunity to cancel the portion of the Contract affected by such a decrease if the Contractor is not able to meet the contracted prices by delivering the decreased amount. This clause shall not have effect if the Contract was originally awarded based on estimated quantities.
- F. **Contract Changes:** In no case shall a contract be changed without the prior written approval of the Purchasing Officer.
- G. **Debarment/Cancellation of Contract:** Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this Request for Bids (the "Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor for cause as provided in Section 25 below.
- H. **Local and Resident Preference:** A five percent (5%) Preference may be afforded an Offeror who qualifies in accordance with the City's Public Purchases Ordinance. If no offers are received which qualify for a Local Preference, a 5% Resident Business Preference may be afforded an Offeror who has been certified by the State of New Mexico Purchasing Division, in compliance with State laws.

Information regarding the Public Purchases Ordinance and the application of the Local or Resident preference can be obtained by contacting the Purchasing Division at (505) 768-3320.

For consideration for the Local Preference the Offeror must complete the Local Preference Certification Form in accordance with the form instructions and return the Local Preference Certification Form with its offer.

To qualify for the Resident Preference, the Offeror must provide its assigned Resident Certification Number with its offer (an appropriate place is designated in the Request). If an Offeror does not provide its assigned Resident Certification Number with its offer, the offer shall not be considered as made by a resident business and no preference shall be applied during the analysis of that offer.

NOTE: Your State Tax Number is NOT your Resident Certification Number.

- I. **Additions/Deletions of Items:** The City reserves the right to add ancillary items/services or delete items/services specified in the subsequent contract as requirements change during the term of the agreement. Items may only be added or deleted by written approval from the Purchasing Officer or designee.

Prices and/or discounts for additional items/services will be mutually agreed to by the City of Albuquerque and the contractor either;

- 1) Under the price structure of the bid to include price margin above contractor cost, or;
- 2) By quotation from contractor in which the City reserves the right to solicit comparable quotes within the market to validate pricing to be competitive, or;
- 3) As otherwise determined by the Purchasing Officer.

An amended contract (Purchase Order) will be issued for each addition or deletion, prior to change taking effect.

The City reserves the right to award these ancillary items to the primary contract vendor, another vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

J. **Other Public Governmental Agencies:** (hereinafter, OPGA), with mutual agreement of awarded vendor, may purchase from any Request for Bid (RFB) issued by the City unless otherwise stated.

- 1) Extension of use of the City of Albuquerque procurement or contract shall in no way impede on the vendors ability to fulfill the pricing, terms and conditions of the originating agreement with the City.
- 2) It shall be the responsibility of the vendor to verify whether the purchasing entity is a legitimate entity in which to extend this option or whether it is a legal option for that entity under their applicable laws, rules and regulations.

20. **Goods Produced Under Decent Working Conditions:**

It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City-owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its offer in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines under decent working conditions as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [Council Bill No. M-8, Enactment No. 9-1998]

21. **Protest Process:**

- A. **Request Documents:** Protests concerning the specifications of this Request or other matters relating to the solicitation documents must be received by the Purchasing Officer no later than ten days prior to the deadline set for the receipt of offers.
- B. **Recommendation of Award:** Protests concerning other matters relating to this Request must be filed with the Purchasing Officer not later than 5:00 p.m. of the date stipulated in the Recommendation of Award.
- C. **Timely Protests:** Protests must be received by the Purchasing Officer prior to the appropriate deadline as set out in A. and B. of this Section or they will not be considered valid. The Purchasing Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.
- D. **Required Information from Offeror:** All protests must be submitted in written form and must be legible. Facsimile, telephone or telegraphic protests will not be accepted. Protest shall contain at a minimum the following:
 - 1) Name and address of the protesting party
 - 2) The solicitation/Request Number
 - 3) A clear statement of the reason(s) for the protest
 - 4) Details concerning the facts which support the protest

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- 5) Attachments of any written evidence available to substantiate the claims of the protest
 - 6) Statement specifying the ruling requested
- E. **Protest Hearing:** If a hearing is requested, the request must be included in the protest and received within the time limit to be allowed. The filing fee of twenty dollars (\$20.00) must accompany the request for hearing. The grant of a hearing shall be at the discretion of the Purchasing Officer following review of the protest.
- F. **Delivery of Protest:** Protests may be hand-delivered. Protests which are mailed should be addressed as follows:
- Purchasing Officer
City of Albuquerque
Purchasing Division
P.O. Box 1293
Albuquerque, NM 87103
- Envelope should also clearly indicate "PROTEST" and the solicitation number.
- G. **Purchasing Officer Action:** The Purchasing Officer will, after evaluation of a protest, issue a response. Only issues outlined in the written protest will be considered by the Purchasing Officer or may be raised at a protest hearing.
22. **Delivery, Acceptance and Guarantee:**
- A. **No Delivery before Purchase Order is Issued:** No Offeror, including the Offeror to whom an award is made shall deliver any item of tangible personal property, commence services or construction prior to the issuance of a Purchase Order or other notice to proceed issued by the City Purchasing Division.
 - B. **Cancellation for Non-Delivery:** The City reserves the right to cancel any order not delivered by a guaranteed date stipulated in any contract resulting from this Request without liability on the City's part.
 - C. **Acceptance of Delivery:** Acceptance by the City of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied. Such acceptance of delivery shall not be considered an acceptance of services or materials not in accordance with the specifications. Such acceptance of delivery shall not waive the City's right to require replacement of defective material or inadequate service.
23. **Inspections:**
- Prior to Acceptance of Delivery:** All items of tangible personal property, services or construction found inferior to the quality specified in this Request, deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part and then shall be removed by the Contractor at the Contractor's own risk and expense promptly after notice of rejection. The Contractor shall assume responsibility for taking the necessary action to correct or replace the rejected items, within the time frame specified in the notice of rejection.

24. **Invoices and Payments:**

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The Contractor shall submit an accurate invoice, in duplicate, for each purchase. Invoices shall refer to the Purchase Order Number, the Release Form Number if applicable, and shall be itemized unless otherwise specified in this Request. Invoices are to be mailed to:

Accounting Division (Accounts Payable),
City of Albuquerque
P.O. Box 1985
Albuquerque, New Mexico 87103.

Invoices mailed or provided to any other entity will result in a delay in making payment. Offerors are encouraged to inquire if payments due are not received within thirty (30) days after delivery of goods/services and submittal of invoice by contacting the Accounting Division at (505) 768-3400.

25. **Default/Termination for Cause:**

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under any contract resulting from this Request in a timely and proper manner, or if the Contractor, violates any of the covenants, agreements or stipulations of such contract, the City shall notify the Contractor of such violations in writing and allow the Contractor a reasonable time, set out in the notice, to correct the default. If the default is not corrected within the specified time period the City shall have the right to cancel the contract and any or all other current contracts with the Contractor, and, if applicable, to purchase the required goods or services from another source or sources. The City shall provide written notice to the Contractor specifying the effective date of cancellation. The notice of cancellation may be contained in the notice of default.

If a contract resulting from this Request is cancelled, the Contractor shall not be relieved of liability to the City for damages caused by its breach of the contract. The City reserves the right to recover such damages, including but not limited to any excess cost incurred in having to purchase contract goods/services from other sources by a deduction from an unpaid balance due to the Contractor, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other legal method available. In addition, the Contractor may be removed from the Purchasing Office Vendor List or determined to be ineligible to respond to future solicitations, as being not responsible.

26. **Termination for the Convenience of the City:**

The City may terminate any contract resulting from this Request at any time by giving at least thirty (30) days' notice in writing of such termination to the Contractor. In such event, the Contractor shall be paid under the terms of the contract for all goods/services provided to and accepted by the City, if ordered or accepted by the City prior to the effective date of termination.

27. **Termination for Lack of Appropriations:**

Funding for the contract resulting from this Request has been appropriated by the City Council for the City's current fiscal year. Notwithstanding any other provisions in the contract resulting from this Request, its continuation beyond the end of the/any fiscal year is contingent on the City Council making the appropriations necessary to fund the contract. If sufficient appropriations are not made the contract may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such termination shall not constitute a default. All payment obligations of the City and all of its interest in the contract will cease upon the date of termination. The

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City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

**INSTRUCTIONS FOR
LOCAL PREFERENCE CERTIFICATION FORM**

1. **ALL INFORMATION MUST BE PROVIDED.** A 5% local preference is available for this procurement. To qualify for this preference, an Offeror **MUST** complete and submit this Form **WITH ITS OFFER**. If an offer is received without the Form attached, completed, signed and certified, or if the Form is received without the required information, the preference will not be applied. **THE FORM OR A CORRECTED FORM WILL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.**
2. **LOCAL PREFERENCE PRECEDENCE OVER STATE PREFERENCE.** The local preference takes precedence over the State Resident Business Preference and only one of the two preferences will be applied to any one offer. If it is determined that the local preference applies to one or more Offerors in any solicitation, the State Resident Business Preference will not be applied to any offers.
3. **PHYSICAL LOCATION MUST BE STATED.** To qualify for the local preference, a business must have a location in the Albuquerque Metropolitan Area (Abq. Metro Area). The business location inserted on the form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address.
4. **ADDITIONAL REQUIREMENT.** To qualify for this preference, the principal Offeror (i.e. the business, **NOT** the individual signing the form) if it is a corporation, must be a New Mexico corporation with its articles of incorporation filed with the New Mexico Public Regulation Commission.
5. **DEFINITIONS.** The following definitions apply to this preference:
 - The Abq. Metro Area includes all locations within the City of Albuquerque and Bernalillo County, and within any municipality (i.e. incorporated city, town or village) contiguous to the City of Albuquerque and Bernalillo County.
 - A resident of the Abq. Metro Area is a person who occupies a dwelling in the Area and who manifests an intent to maintain that dwelling on a permanent basis.
 - A principal Offeror is a single Offeror; a business which is the prime contractor or one of the prime contractors and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
6. **ADDITIONAL DOCUMENTATION.** If requested, a business will be required to provide, within 10 working days of the request, documentation to substantiate the information provided on the form.

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: RFB 2008-088-GJ

Business Name: FIRST IN INC

Business Location (in Abq. Metro Area): 3720 HAWKINS NE
ALBUQUERQUE, New Mexico 87102

Business Type: SELECT ONE

- Corporation -- Indicate state of incorporation. New Mexico
- Partnership -- Indicate "general" or "limited". _____
- Sole Proprietorship (Single Owner with employees)
- Individual (Single Owner/No employees)
- Other -- Indicate status. _____

Additional Information: (PROVIDE IF BUSINESS IS A CORPORATION)

Date of incorporation in the State of New Mexico: 2-26-1988

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). 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 notice, the necessary documents to substantiate the information provided on this form.

Signature of Authorized Individual: Lewis A Sybertz

Printed Name: LEWIS A SYBERTZ

Title: ASST MANAGER

Date: 2-14-08

YOU MUST RETURN THIS FORM WITH YOUR OFFER

FIRST IN, INC.

21432 N. Central Avenue
Phoenix, AZ 85024
(623) 780-8998 FAX (623) 780-9599

ALBUQ. CONTRACT #609457 EXPIRES 01-31-11

CUSTOMER NUMBER	04941		
NAME	LAS CRUCES, CITY OF		
ADDRESS			
CITY		ZIP	
INDIVIDUAL		PHONE	575 541-2596
	DON HASKINS		

SHIP TO	
ADDRESS	FIRST IN ALBUQUERQUE
ATTN:	LAS CRUCES PD
CITY	
STATE	ZIP

SAME AS "SOLD TO" UNLESS SHOWN BELOW

PLEASE REFER TO THIS NUMBER ON ALL CORRESPONDENCE

SALES ORDER NUMBER **606272**

QUOTATION
 SALES ORDER
 CASH

PAGE 1 OF 4

ORDERED BY Low

DATE OF SALE **06/30/10** CUSTOMER PO NUMBER **PENDING** TERMS: SALESMAN NUMBER: **NET-30 23** DESTINATION WE PAY SHIPPING METHOD SHIP POINT CUSTOMER PAYS

Line	STK P.O. NO.	FIRST IN, INC. STOCK NUMBER	QTY OR'D	QTY SHIP'D	DESCRIPTION	PRICE	UNIT	EXTENSION
1			32		Sound Off, PPRDSMMFDC, Dodge Charger Single Mirror	\$16.00	ea.	\$512.00
2					Mount Grommets, (2 Black) for Predator 2 LEDs			
3			32		Sound Off, EP2SSMDDBR, Predator 2 LED single surface	\$99.00	ea.	\$3,168.00
4					mount light, RED, Black Housing.			
5			32		Sound Off, EP2SSMDDB, Predator 2 LED single Surface	\$99.00	ea.	\$3,168.00
6					mount light, BLUE, Black Housing.			
7								
8			32		Havis, C-VS-2400-CHGR-1 Vehicle Specific Console with 24" of Equipment Brackets as follows;	\$204.50	ea.	\$6,544.00
9								
10			32		C-EB35-SSR-1P, For Federal Signal Smart Siren 3.5"	INCLUDED	ea.	INCLUDED
11			32		C-EB30-EOR-1P, For MA/COM 7200 Radio 3.0"	INCLUDED	ea.	INCLUDED
12								

EQUIPMENT FOR 2010 DODGE CHARGER

PLEASE ORDER AND SHIP

SUB TOTAL **\$13,392.00**

TAX **05**

TOTAL **\$13,392.00**

FREIGHT INSURANCE POSTAGE

RECEIVED/ACCEPTED BY _____ DATE _____

FIRST IN, INC.

21432 N. Central Avenue
Phoenix, AZ 85024
(623) 780-8998 FAX (623) 780-9599

ALBUQ. CONTRACT #609457 EXPIRES 01-31-11

SAME AS "SOLD TO" UNLESS SHOWN BELOW

PLEASE REFER TO THIS NUMBER ON ALL CORRESPONDENCE

SALES ORDER NUMBER **606272**

QUOTATION
 SALES ORDER
 CASH

PAGE 1 OF 4

ORDERED BY Low

SHIP TO

FIRST IN ALBUQUERQUE
ADDRESS

ATTN: LAS CRUCES PD
CITY STATE ZIP

CUSTOMER NUMBER **04941**

NAME **LAS CRUCES, CITY OF**

ADDRESS

CITY

INDIVIDUAL **DON HASKINS**

PHONE **575 541-2596**

ZIP

DATE OF SALE **06/30/10** CUSTOMER PO NUMBER **PENDING** SALESMAN NUMBER: **23** DESTINATION WE PAY SHIPPING METHOD SHIP POINT CUSTOMER PAYS

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3			32		Sound Off, EP2SSMDBR, Predator 2 LED single surface	\$99.00	ea.	\$3,168.00
4					mount light, RED, Black Housing.			
5			32		Sound Off, EP2SSMDBB, Predator 2 LED single Surface	\$99.00	ea.	\$3,168.00
6					mount light, BLUE, Black Housing.			
7								
8			32		Havis, C-VS-2400-CHGR-1 Vehicle Specific Console with	\$204.50	ea.	\$6,544.00
9					24" of Equipment Brackets as follows;			
10			32		C-EB35-SSR-1P, For Federal Signal Smart Siren 3.5"	INCLUDED	ea.	INCLUDED
11			32		C-EB30-EOR-1P, For MA/COM 7200 Radio 3.0"	INCLUDED	ea.	INCLUDED
12								

EQUIPMENT FOR 2010 DODGE CHARGER

TAX CODE **05**

TAX **\$13,392.00**

FREIGHT INSURANCE POSTAGE

TOTAL **\$13,392.00**

RECEIVED/ACCEPTED BY _____ DATE _____

PLEASE ORDER AND SHIP

FIRST IN, INC.

21432 N. Central Avenue
 Phoenix, AZ 85024
 (623) 780-8998 FAX (623) 780-9599

ALBUQ. CONTRACT # 690457 EXPIRES 01-31-11

CUSTOMER NUMBER	04941		
NAME	LAS CRUCES, CITY OF		
ADDRESS			
CITY		STATE	ZIP
INDIVIDUAL		PHONE	575 541-2596

SAME AS "SOLD TO" UNLESS SHOWN BELOW

SHIP TO	FIRST IN ALBUQUERQUE		
ADDRESS			
ATTN:	LAS CRUCES PD		
CITY		STATE	ZIP

PLEASE REFER TO THIS NUMBER ON ALL CORRESPONDENCE	SALES ORDER NUMBER	606272
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<input type="checkbox"/> QUOTATION	
<input checked="" type="checkbox"/> SALES ORDER	
<input type="checkbox"/> CASH	
PAGE 2 OF 4	
	ORDERED BY <u>Low</u>

DATE OF SALE	CUSTOMER PO NUMBER	TERMS:	SALESMAN NUMBER:	DESTINATION	<input checked="" type="checkbox"/> SHIPMENT METHOD	SHIP POINT
06/30/10	PENDING	NET-30	23	WE PAY	CUSTOMER PAYS	CUSTOMER PAYS

Line	STK P.O. NO.	FIRST IN, INC. STOCK NUMBER	QTY ORD'D	QTY SHP'D	DESCRIPTION	PRICE	UNIT	EXTENSION
1					BALANCE FORWARD FROM PAGE 1			\$13,392.00
2			32		C-FP-35, 3.5" Filler Plate	INCLUDED	ea.	INCLUDED
3			32		C-FP-5, 5" Filler Plate	INCLUDED	ea.	INCLUDED
4			96		C-FP-1 1" Filler Plate	INCLUDED	ea.	INCLUDED
5			32		C-FP-2 2" Filler Plate	INCLUDED	ea.	INCLUDED
6			32		Havis C-CUP2-1, Internal Cup Holder	\$29.00	ea.	\$928.00
7					TOTAL 24.0"			
8			32		Havis, C-ARM-103, Top Mount Arm Rest, Adjust. Height	\$61.00	ea.	\$1,952.00
9			32		Havis, C-MC, Mic Clip	\$6.75	ea.	\$216.00
10			32		Havis, C-MCB, Mic Clip Bracket	\$8.50	ea.	\$272.00
11			32		Havis, C-TSM-CHGR-D, Trunk Tray, Charger, Drivers side	\$137.00	ea.	\$4,384.00
12			32		Havis, C-TSM-CHGR-P, Trunk Tray, Charger, Pass. side	\$137.00	ea.	\$4,384.00
SUB TOTAL								\$25,528.00

PLEASE ORDER AND SHIP		EQUIPMENT FOR 2010 DODGE CHARGER	
WITH SIDE CURTAIN AIR BAGS		TAX CODE	05
		TAX	
		FREIGHT	
		INSURANCE	
		POSTAGE	
TOTAL		\$25,528.00	

RECEIVED/ACCEPTED BY _____ DATE _____

FIRST IN, INC.

21432 N. Central Avenue
Phoenix, AZ 85024
(623) 780-8998 FAX (623) 780-9599

ALBUQ. CONTRACT # 690547 EXPIRES 01-21-11

CUSTOMER NUMBER	04941		
NAME	LAS CRUCES, CITY OF		
ADDRESS			
CITY		ZIP	
INDIVIDUAL		PHONE	575 541-2596
	DON HASKINS		

SAME AS "SOLD TO" UNLESS SHOWN BELOW

SHIP TO			
FIRST IN ALBUQUERQUE			
ADDRESS			
ATTN:	LAS CRUCES PD	STATE	ZIP
CITY			

DATE OF SALE	CUSTOMER PO NUMBER	TERMS:	SALESMAN NUMBER:
06/30/10	PENDING	NET-30	23

DESTINATION SHIPMENT METHOD SHIP POINT
WE PAY CUSTOMER PAYS

Line	STK P.O. NO.	FIRST IN, INC. STOCK NUMBER	QTY OR'D	QTY SHIP'D	DESCRIPTION	PRICE	UNIT	EXTENSION
1					BALANCE FORWARD FROM PAGE 2			\$25,528.00
2			32		Setina, 6-S, Partition with Coated Scratch Resistant	\$361.50	ea	\$11,568.00
3					Polycarbonate Window			
4			32		Setina, FLEP, Full Lower Extension Panel	\$36.50	ea	\$1,168.00
5								
6			32		Progard, WB56C06, Metal Window Bars, for use with	\$139.50	ea	\$4,464.00
7					ABS Door Panels			
8			32		Progard, DP56C06, Rear Door Black ABS, for use with	\$81.50	ea	\$2,608.00
9					WB56C06 Window Barriers			\$0.00
10								
11			32		Jotto-Desk/Patriot, 475-0078, Rear Seat- Charcol Grey	\$297.50	ea	\$9,520.00
12					A.B.S.			
SUB TOTAL						\$54,856.00		
TAX								
FREIGHT INSURANCE POSTAGE								
TOTAL						\$54,856.00		

PLEASE ORDER AND SHIP

EQUIPMENT FOR 2010 DODGE CHARGER

TAX CODE 05

RECEIVED/ACCEPTED BY

DATE

PLEASE REFER TO THIS NUMBER ON ALL CORRESPONDENCE

SALES ORDER NUMBER 606272

QUOTATION
 SALES ORDER
 CASH

PAGE 3 OF 4

ORDERED BY Lew

FIRST IN, INC.

21432 N. Central Avenue
Phoenix, AZ 85024
(623) 780-8998 FAX (623) 780-9599

ALBUQ. CONTRACT #690457 EXPIRES 01-31-10

SAME AS "SOLD TO" UNLESS SHOWN BELOW

PLEASE REFER TO THIS NUMBER ON ALL CORRESPONDENCE

SALES ORDER NUMBER **606272**

QUOTATION
 SALES ORDER
 CASH

PAGE 4 OF 4

ORDERED BY Lew

SHIP TO

FIRST IN ALBUQUERQUE

ADDRESS

ATTN: LAS CRUCES PD

CITY STATE ZIP

CUSTOMER NUMBER **04941**

NAME **LAS CRUCES, CITY OF**

ADDRESS

CITY ZIP

INDIVIDUAL **DON HASKINS**

PHONE **575 541-2596**

DATE OF SALE **06/30/10** CUSTOMER PO NUMBER **PENDING** SALESMAN NUMBER: **23** TERMS: **NET-30**

DESTINATION WE PAY SHIPPING METHOD SHIP POINT CUSTOMER PAYS

Line	STK P.O. NO.	FIRST IN, INC. STOCK NUMBER	QTY ORD'D	QTY SHP'D	DESCRIPTION	PRICE	UNIT	EXTENSION
1					BALANCE FORWARD FROM PAGE 3			\$54,856.00
2			32		Big Sky, ELS 220, Weapon Rack for Colt AR-15 Rifle, with RB Brackets & Handcuff Key Override	\$198.00	ea.	\$6,336.00
3								
4								
5			32		Installation of above equipment and lighting Equipment on Las Cruces PO #Pending (First In Sales Order 606267)	\$805.00	ea.	\$25,760.00
6								
7								
8								
9								
10								
11								
12								

SUB TOTAL **\$86,952.00**

TAX **\$ 1,803.20**

TOTAL **\$88,755.20**

TAX CODE **05**

FREIGHT INSURANCE POSTAGE

EQUIPMENT FOR 2010 DODGE CHARGER WITH SIDE CURTAIN AIR BAGS

PLEASE ORDER AND SHIP

RECEIVED/ACCEPTED BY _____ DATE _____

FIRST IN, INC.

21432 N. Central Avenue
Phoenix, AZ 85024
(623) 780-8998 FAX (623) 780-9599

ALBUQ. CONTRACT # 690457 EXPIRES 01-31-11

NOTE: Equipment for 2 additional cars was ordered on Sales Order # 606278
SAME AS "SOLD TO" UNLESS SHOWN BELOW

PLEASE REFER TO THIS NUMBER ON ALL CORRESPONDENCE

SALES ORDER NUMBER **606273**

QUOTATION
 SALES ORDER
 CASH

ORDERED BY Lew

SHIP TO

FIRST IN ALBUQUERQUE

ADDRESS

ATTN: **LAS CRUCES PD**

CITY STATE ZIP

CUSTOMER NUMBER **04941**

NAME **LAS CRUCES, CITY OF**

ADDRESS

CITY ZIP

INDIVIDUAL PHONE **575 541-2596**

DON HASKINS

DATE OF SALE **06/30/10** CUSTOMER PO NUMBER **PENDING** SALESMAN NUMBER: **23** TERMS: **NET-30**

DESTINATION WE PAY SHIPPING METHOD SHIP POINT CUSTOMER PAYS

Line	STK P.O. NO.	FIRST IN, INC. STOCK NUMBER	QTY OR'D	QTY SHP'D	DESCRIPTION	PRICE	UNIT	EXTENSION
1			10		Havis, C-UJM-101, Universal Monitor Mount Assembly	\$42.50	ea.	\$425.00
2			10		Havis, C-MM-204, Monitor Adapter Plate Assembly	\$21.50	ea.	\$215.00
3			10		Havis, C-SM-SA, Universal Mounting Brackets for Heavy Duty Angled Console and Standard 9" Wide Consoles	\$27.25	ea.	\$272.50
4								
5			10		Havis, C-TCB-7, Telescoping Computer Base	\$81.25	ea.	\$812.50
6			10		Havis, C-MD-202, Tilt Swivel Motion Device	\$47.00	ea.	\$470.00
7			10		Havis, C-KBM-102, Quick Release Slide for Keyboard Mounting Plate	\$42.50	ea.	\$425.00
8								
9			10		Havis, C-KBM-101, Mounting Plate for Data 911 Keyboard	\$55.00	ea.	\$550.00
10								
11			10		Installation of above equipment and City of Las Cruces	\$192.59	ea.	\$1,925.90
12					Supplied MDTs At Vendors Place of Business			
SUB TOTAL						\$5,095.90		
TAX						\$		134.75
TOTAL								\$5,230.65

PLEASE ORDER AND SHIP EQUIPMENT FOR 2010 DODGE CHARGER WITH SIDE CURTAIN AIR BAGS

NOTE: On the PO to Havis, Combine this with Sales Orders 606278 & 606279

TAX CODE **05**

RECEIVED/ACCEPTED BY _____ DATE _____

FIRST IN, INC.

21432 N. Central Avenue
Phoenix, AZ 85024
(623) 780-8998 FAX (623) 780-9599

ALBUQ. CONTRACT # 690457 EXPIRES 01-31-11

PLEASE REFER TO THIS NUMBER ON ALL CORRESPONDENCE
SALES ORDER NUMBER **606277**

QUOTATION
 SALES ORDER
 CASH
 ORDERED BY Lew

SAME AS "SOLD TO" UNLESS SHOWN BELOW

CUSTOMER NUMBER **04941**

NAME **LAS CRUCES, CITY OF**

ADDRESS _____

CITY _____ STATE _____ ZIP _____

INDIVIDUAL **DON HASKINS**

PHONE **575 541-2596**

SHIP TO **N/A**

ADDRESS _____

ATTN: _____

CITY _____ STATE _____ ZIP _____

DATE OF SALE **06/30/10** CUSTOMER PO NUMBER **PENDING** SALESMAN NUMBER: _____ DESTINATION SHIPPING METHOD SHIP POINT CUSTOMER PAYS

Line	STK P.O. NO.	FIRST IN INC. STOCK NUMBER	QTY ORDD	QTY SHP'D	DESCRIPTION	PRICE	UNIT	EXTENSION
1			32		Installation of City of Las Cruces Supplied Radios at Vendors Place of Business	\$70.00	ea.	\$2,240.00
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								

SUB TOTAL **\$2,240.00**

TAX \$ **156.80**

FREIGHT INSURANCE POSTAGE

TOTAL **\$2,396.80**

WITH SIDE CURTAIN AIR BAGS

TAX CODE **05**

RECEIVED/ACCEPTED BY _____ DATE _____

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First In, Inc. - NM

Police Equipment Sales and Service

Quotation • Quotation • Quotation

Quote #	04941 061810
Date:	June 18, 2010
To:	Las Cruces Facilities Department
Attcnion:	Don Haskins, Fleet Administrator
Phone:	575 541 2596
Fax:	575 541-2659 541-2641
Cell:	N/A
Email:	dhaskin@las-cruces.org
Sent:	5 Pages Faxed

F.O.B Point	Quote Valid	Est. Ship Date	Salesman	Terms
Destination	30 Days	30 Days ARO	Lew Sybertz	Net 30

The following pricing includes freight, so no additional charges will apply.

EVERY THING ON THE ATTACHED PRICING SHEET IS ON ONE OF TWO CONTRACTS AS SPECIFIED BELOW.

Mfg	Part No.	Description	Qty	Unit Price	Extended
THE FOLLOWING IS ON N.M. PRICE AGREEMENT #70-000-00-04054 EXPIRES 06-11-11					
Federal Signal		The following items on your pricing request are on this Price Agreement			
Code-3		1,2,3,4,5, 6, & 7			
		(See attached Pricing Sheets for detail)			
THE FOLLOWING EQUIPMENT AND LABOR IS ON A CITY OF ALBUQUERQUE CONTRACT WITH FIRST IN INC. CONTRACT # 0000450546. CONTRACT PERIOD IS 10/31/08 THRU 01/31/11. This Contract has a clause (para 19.J which states "Other Governmental Agencies: (hereinafter, OPGA) with the mutual agreement of Awarded vendor, may purchase from any Request for Bid (RFB) issued by the city unless otherwise stated." First In Inc, The Awarded Vendor hereby agrees to allow CITY OF LAS CRUCES to Purchase under this agreement at the contract price or less.					
All Other		The following items on your pricing request are on this Contract			
		8 Thru 34 & All Labor			
		(See attached Pricing Sheets for detail)			
TOTAL					

Thank you for your inquiry. For questions or to order please contact:

411

First In, Inc. - NM



Police Equipment Sales and Service

Lew Sybertz, Police Sales Representative or
Rick Gallegos, Sales Representative
3720 Hawkins NE Albuquerque, NM 87109
Phone: 800-432-6767 or 505-344-5899
Fax: 505-344-6081 or
E-mail: lews@firstininc.com or
richardg@firstininc.com

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2010 DODGE CHARGER AFTERMARKET ITEMS AND INSTALLATION COSTS

	A	B	C	D	E	F	G	H
	Item No.	Mfg.	Part Number	Description	Qty.	Unit Price	Units	Extended Price
1	1	Federal Signal	RS242-0001333	42" Raydian S2 lightbar	1	2016.00	32	64,512.00 ✓
2	2	Federal Signal	SS2000SM-SD	Smart Siren full-featured light, siren & signal master control	1	565.50	32	18,096.00 ✓
3	3	Federal Signal	RMK	Microphone extension kit	1	50.50	32	1616.00 ✓
4	4	Federal Signal	MNCT-SB	Microphone - noise cancelling	1	17.00	32	544.00 ✓
5	5	Federal Signal	ES100	Speaker DynaMax/ES100, 100-watts	1	140.50	32	4496.00 ✓
6	6	Federal Signal	ESB-CRG07	Mounting bracket for Dodge Charger	1	10.75	32	344.00 ✓
7	7	Code-3	HB915R&W	Hide-A-Blast LEDs, rear brake - RED and back-up lights - WHITE	2 Red 2 White	65.00 92.00	64 32	4160.00 5888.00 ✓ 2-red & 2-white per car ✓
8	8	Sound Off	PPRDSMMFDC	Mirror mount for the Predator 2 LEDs	1	16.00	32	512.00 ✓
9	9	Sound Off	EP2SSMDMR	Predator 2 LED single surface mount light - RED, black housing	1	99.00	32	3,168.00 ✓
10	10	Sound Off	EP2SSMDBB	Predator 2 LED single surface mount light - BLUE, black housing	1	99.00	32	3,168.00 ✓
11	11	Havis Shields	C-VS-2400-CHGR-1	Vehicle specific console with 24" of equipment mounting brackets for the following items to be included in the bid price	1	204.50	32	6,544.00 ✓
12	12	Havis Shields	C-EB35-SSR-1P	For Federal Signal Smart Siren	1	INCLUDED	32	INCLUDED
13	13	Havis Shields	C-EB30-EOR-1P	For MA/COM 7200 radio	1	INCLUDED	32	INCLUDED
14	14	Havis Shields	C-FP-35	3-1/2" filler plate	1	INCLUDED	32	INCLUDED
15	15	Havis Shields	C-FP-5	5" filler plate	1	INCLUDED	32	INCLUDED
16	16	Havis Shields	C-CUP2-1	Internal cup holder with 4" of equipment mounting space	1	27.00	32	928.00 ✓

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2010 DODGE CHARGER AFTERMARKET ITEMS AND INSTALLATION COSTS

	A	B	C	D	E	F	G	H
18	Item No.	Mfg.	Part Number	Description	Qty.	Unit Price	Units	Extended Price
19	17	Havis Shields	C-ARM-103	Top-mount arm rest with adjustable height	1	61.00	32	1952.00 ✓
20	18	Havis Shields	C-MC	Microphone clip	1	6.75	32	216.00 ✓
21	19	Havis Shields	C-MCB	Microphone clip mounting bracket	1	8.50	32	272.00 ✓
22	20	Havis Shields	C-TSM-CHGR-D	Trunk, driver's side mount, Charger 06-10	1	137.00	32	4384.00 ✓
23	21	Havis Shields	C-TSM-CHGR-P	Trunk, passenger's side mount, Charger 06-10	1	137.00	32	4384.00 ✓
24	22	Setina	6-S	Partition with stationary window of coated scratch-resistant polycarbonate	1	361.50	32	11568.00 ✓
25	23	Setina	302	Full lower extension panel	1	36.50	32	1168.00 ✓
26	24	Pro-Guard	WB56C06	Metal window bars for ABS door panels	1	139.50	32	4464.00 ✓
27	25	Pro-Guard	DP56C06	Rear door panels - BLACK - ABS, to be used with window bars	1	81.50	32	2608.00 ✓
28	26	Pro-Guard	SC56C0S	Rear seat - CHARCOAL GREY - ABS plastic	1	297.50	32	9520.00 ✓
29	27	Big Sky	ELS-220-AR	Vehicle specific over-the-head weapon locking system for a Colt AR-15 rifle to include electric release with handcuff key override, 10-second timer and partition rollbar mounting kit	1	198.00	32	6336.00 ✓
30			INSTALLATION	Installation at vendor's place of business	1	11.5 Hours @ 70.00 = 805.00	32	25760.00 ✓
31			NMGRT	Tax on labor	1	53.33	32	1706.56 ✓
32				SUBTOTAL A	1	5,884.83	32	188,314.56

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2010 DODGE CHARGER AFTERMARKET ITEMS AND INSTALLATION COSTS

	A	B	C	D	E	F	G	H
33	Item No.	Mfg.	Part Number	Description	Qty.	Unit Price	Units	Extended Price
34	28		C-UMM-101	Monitor mount, universal	1	42.50	10	425.00 ✓
35	29		C-MM-204	Adapter bracket for DATA 911 monitor	1	21.50	10	215.00 ✓
36	30		C-SM-SA	Ball bracket over console for monitor mount	1	27.25	10	272.50 ✓
37	31		C-TCB-7	Telescoping keyboard mount	1	81.25	10	812.50 ✓
38	32		C-MD-203	Tilt swivel for keyboard	1	47.00	10	470.00 ✓
39	33		C-KBM-102	Quick release for keyboard	1	42.50	10	425.00 ✓
40	34		C-KBM-101	DATA 911 adapter plate for keyboard	1	55.00	10	550.00 ✓
41			INSTALLATION	Installation of CLC supplied MDTs at vendor's place of business	1	^{2.75 hrs} at 70.00 = 192.50	10	1,925.00 ✓
42			NMGRT	Tax on labor	1	12.70	10	127.50 ?
43				SUBTOTAL B	1	522.20	10	5,222.50
44			INSTALLATION	Installation of CLC supplied radios at vendor's place of business	1	^{1 hr} at 70.00 = 70.00	32	2240.00 ✓
45			NMGRT	Tax on labor	1	4.64	32	148.48 - ?
46				SUBTOTAL C	1	74.64	32	2,388.48
47				GRAND TOTAL OF SUBTOTALS A, B AND C				195,925.54
48	TENTATIVE START DATE <u>30</u> DAYS							
49	COMPLETION TIME PER VEHICLE <u>3</u> DAYS							