



City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov

Madam Mayor Tonita Gurulé-Girón

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
December 18, 2019–Wednesday– 6:00 p.m.
City Council Chambers
1700 N. Grand Avenue**

(The City Council shall act as the Housing Authority Board of Commissioners on any matters on the Agenda concerning the Housing Department.)

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. MOMENT OF SILENCE
- V. APPROVAL OF AGENDA
- VI. APPROVAL OF MINUTES (November 13th Work Session, and November 20th , 2019 Regular)
- VII. MAYOR’S APPOINTMENTS/REPORTS
- VIII. MAYOR’S RECOGNITIONS/PROCLAMATIONS
- IX. PUBLIC INPUT
(not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting)
- X. PRESENTATIONS (Not to exceed 10 minutes per person)
- XI. CITY MANAGER’S REPORT
- XII. FINANCE REPORT
- XIII. CONSENT AGENDA
(Items may be moved to New Business at the request of any Councilor with approval of the Governing Body)
 1. Approval for The City of Las Vegas Fire Department to utilize funding in the amount of \$674,465.00 from the Legislative appropriation for the purchase of a new Fire Apparatus.

Billy Montoya, Fire Chief The Las Vegas Fire Department is moving forward in replacing an aging Fire Apparatus at an estimated cost of \$674,465.00. The Fire Department would like to utilize 411 as a vendor as they are currently under State Contract.

2. Approval to award bid 2020-02 to New Image Construction for the Snow Removal Equipment Building Modification (SRE).

Daniel Gurule, Interim Public Works Director SRE Building Modification scope of work is to extend Building for a newly purchased Snow Removal Equipment when not in use.

3. Approval of resolution 19-58.

Tana Vega, Interim Finance Director The City of Las Vegas is requesting increases/decreases to the FY2020 Budgeted revenues and expenditures for various funds.

XIV. COUNCILORS' REPORTS

XV. EXECUTIVE SESSION

THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER OF ISSUES ARE EXEMPT FROM THE OPEN MEETINGS REQUIREMENT UNDER § (H) OF THE OPEN MEETINGS ACT.

- A. **Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**
- B. **Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.**
- C. **Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.**

XVI. ADJOURN

ATTENTION PERSONS WITH DISABILITES: The meeting room and facilities are accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office prior to the meeting so that arrangements may be made.

ATTENTION PERSONS ATTENDING COUNCIL MEETING: By entering the City Chambers, you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas Web-site, and to be televised on Comcast.

NOTE: A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office of the City Clerk, 1700 N. Grand Avenue, Las Vegas, NM 87701

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION MEETING
HELD ON WEDNESDAY, NOVEMBER 13, 2019 AT 5:30 P.M. IN THE CITY COUNCIL
CHAMBERS**

MAYOR: Tonita Gurulé-Girón

COUNCILORS: David G. Romero
Barbara A. Casey
Vincent Howell
David A. Ulibarri, Jr.

ALSO PRESENT: Ann Marie Gallegos, Interim City Manager
Danielle Sena, Recorder
Esther Garduno Montoya, City Attorney
David T. Bibb III, Chief of Police

CALL TO ORDER

Meeting was called to order at 5:30 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Tonita Gurulé-Girón advised for a moment of silence she usually gives the honor to one of the Councilors but she would be doing it. Mayor Gurulé-Girón advised Councilor Howell's mother passed away and there are so many that have passed away during this time of year. Mayor Gurulé-Girón offered her heartfelt condolences to Councilor Howell and his family and knows how difficult it is to lose your mother. Mayor Gurulé-Girón offered her heartfelt condolences to anyone who has passed during or close to the holiday season and pray for them and their family as she does for Councilor Howell and his family. Mayor

Gurulé-Girón advised to pray for Councilor Howell and his family for strength and that they get through this and for all those who have passed.

Interim City Manager Ann Marie Gallegos advised her condolences from the staff as well.

APPROVAL OF AGENDA

Councilor Casey made a motion to approve the agenda as presented. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A Ulibarri, Jr.	Yes	Vincent Howell	Yes
David G. Romero	Yes	Barbara Casey	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

PUBLIC INPUT

Wid Slick spoke about tourism being a bright spot in the Las Vegas economy for the last seven years. Mr. Slick advised over seven years Las Vegas increased annual Lodger Tax collections from 226,000 to 384,000 a year. Mr. Slick advised that an average increase of six percent per year. Mr. Slick advised full profit businesses are happy with six percent per year increase in sales and revenues and the City too should be happy to see tourism businesses show a six percent annual increase because tourism is a city business. Mr. Slick advised July to October 2019 Lodger Tax collection increased at an average of eight percent per month. Mr. Slick advised Lodger Tax collections measures overnight visitor spending and over seven years have increased annual overnight visitors spending from 9.6 million to 13 million which is twelve percent of the total economy. Mr. Slick advised its a good time to fill vacancies on the Lodger’s Tax Advisory Board.

Mayor Gurulé-Girón advised she got applications from individuals that were interested and will be interviewing them and also advised for Mr. Slick to provide his report to Interim Finance Director Tana Vega to follow up regarding Lodger’s Tax increases due to discrepancies so Interim Finance Director Vega could confirm it.

DISCUSSION ITEMS

1. Out of state travel to Canon City, Colorado.

Police Chief David T. Bibb III advised they are requesting approval to send their Firearms instructor Sergeant David Lautalo to attend the Glock Armorer School. Police Chief Bibb advised it would enable the department to make repairs to department issued sidearms rather than having to send them out to an Armorer outside of the City.

Councilor Howell asked if Sergeant David Lautalo would be a certified Armorer.

Police Chief Bibb advised he would be certified by Glock.

Discussion took place regarding who they sent repairs to before and the entire firearm being swapped out.

Councilor Howell asked if it is less expensive.

Police Chief Bibb advised it is less expensive to repair a firearm than it is having to swap it out for a new firearm.

Councilor Howell asked what the cost would be if they had an Armorer.

Police Chief Bibb advised just the cost of the parts.

Councilor Casey asked about mileage and if he would be going in his own vehicle or a City vehicle where the mileage would be paid for by the City.

Police Chief Bibb advised he is requesting to use a City vehicle and the mileage is absorbed by the City gas card.

Mayor Gurulé-Girón asked if the Police Department primarily uses Glock and stated it's top of the line.

Police Chief Bibb advised yes, Glock is their department issued sidearm and yes it is a top of the line firearm.

The governing body agreed to place the item as a consent agenda item.

2. Out of state travel to Quantico, Virginia.

Police Chief David T. Bibb III read a letter from FBI Albuquerque inviting Commander Eric Padilla to attend the FBI National Academy's 279th section.

Councilor Romero asked if he would be co-commissioned through the FBI.

Police Chief Bibb advised no, its an executive level training section where issues of National Security, terrorism and forensic science are taught.

Discussion took place regarding APD officers being co-commissioned who are in a task force.

Councilor Casey asked since Commander Padilla would be gone for seventy two days if he would still be paid his regular pay while gone.

Police Chief Bibb advised that is what they are requesting and his salary and cost of gas would be the only cost to the City, while everything else is paid for by the FBI.

Councilor Casey asked if he had to drive there.

Police Chief Bibb advised he doesn't have to but it was recommended that he has a vehicle there since Quantico is in a remote area.

Councilor Howell advised this training won't make him an FBI agent.

Police Chief Bibb advised no, and stated it's the first time ever that a Las Vegas Police Officer has been accepted into the FBI National Academy and considering how many police agencies there are not only in the United States but around the world.

Discussion took place regarding the active shooter program that Highlands got certified for.

Mayor Gurulé-Girón thanked Police Chief Bibb for supporting his staff, and stated she wondered who was going to cover but it was clearly addressed in his memorandum and attached it to the agenda for Council to be aware.

Mayor Gurulé-Girón thanked Police Chief Bibb for doing a good job.

The governing body agreed to place the item as a consent agenda item.

3. Reject Bid 2020-03 Rocky Road Construction due to bid being over budget.

Interim Public Works Director Daniel Gurule advised he is seeking approval to reject a bid from Rocky Road for the West National and Keen Street project due to being over budget.

Councilor Romero asked if they were the only bidder and how they advertised it.

Interim Public Works Director Gurule advised yes they were the only bidder and they advertised on the Las Vegas Optic, Albuquerque Journal and the website.

Interim City Manager Ann Marie Gallegos advised if approved to reject the bid they would go back out for bids.

Councilor Howell asked if the only reason for rejecting the bid was because they over bid and not because of their performance work and also if they should consider a local person.

Interim Public Works Director Gurule advised they don't have what they over bid for in the budget and the engineer is going to try to cut down the project and see if they can get other vendors to come out to bid.

Councilor Howell asked what happens if they don't achieve that and if the engineer can rebid.

Interim Public Works Director Gurule advised they would leave it up to the engineer to figure out what they could do to get the money spent and advised yes they can rebid.

Councilor Romero asked what happens if Rocky Road gets mad about being rejected and doesn't bid again the next time and they have no bidders.

Interim Public Works Director Gurule advised they would leave it up to the engineer and advised the engineer said a lot of vendors did pick up plans but did not turn them in, possibly because of the weather during the bid opening.

Interim Public Works Director Gurule advised possibly in December they can put it out to rebid again and awarded by January.

Councilor Romero asked if it changes the timeline for the project.

Interim Public Works Director Gurule advised no it shouldn't change the timeline.

Mayor Gurulé-Girón asked when they put out the bids if they check if contractors have been red flagged.

Interim Public Works Director Gurule advised they did look at his credentials and how they are with the State and if he was up to date with taxes and he did check out.

Mayor Gurulé-Girón asked if they check work that he's performed locally.

Interim Public Works Director Gurule advised they can't go that far and advised they have to make sure they are following the specs of NMDOT.

Mayor Gurulé-Girón advised under section 12.26, if he isn't the lowest responsive bidder he can be disqualified and that's something they would have to look at.

The governing body agreed to place the item as a consent agenda item.

EXECUTIVE SESSION

Councilor Romero made a motion to convene into executive session for the purpose of discussing personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	Vincent Howell	Yes
David A. Ulibarri, Jr.	Yes	David G. Romero	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

Councilor Romero made a motion to reconvene into Regular session after being in Executive session to discuss personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978, and advised only those matters specified in the motion for executive session were discussed, no other matters were discussed and no decisions were made. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	David G. Romero	Yes
Barbara Casey	Yes	Vincent Howell	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

ADJOURN

Councilor Casey made a motion to adjourn. Councilor Ulibarri, Jr., seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	Barbara Casey	Yes
David G. Romero	Yes	David A. Ulibarri, Jr.	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

Mayor Tonita Gurulé-Girón

ATTEST:

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS REGULAR CITY COUNCIL MEETING HELD ON WEDNESDAY, NOVEMBER 20, 2019 AT 6:00 P.M. IN THE CITY COUNCIL CHAMBERS

MAYOR: Tonita Gurulé-Girón

COUNCILORS: Barbara A. Casey
David A. Ulibarri, Jr.
David G. Romero
Vincent Howell

ALSO PRESENT: Ann Marie Gallegos, Interim City Manager
Danielle Sena, Recorder
Esther Garduno Montoya, City Attorney
David T. Bibb III, Sergeant at Arms

Meeting began at 6:13 p.m.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Gurulé-Girón wished everyone a happy Thanksgiving, that we should be thankful for our families, to remember those we have lost near the holidays and she was praying for Councilor Howell and City staff who had experienced a loss.

Councilor Howell asked for a moment of silence to remember loved ones who had passed also to remember all our men and women in conflict areas in our nation and in the world, that we ask our Lord to keep them safe as well as those who had lost loved ones.

APPROVAL OF AGENDA

Councilor Casey made a motion to approve the agenda as is. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David G. Romero	Yes
Barbara A. Casey	Yes	David A. Ulibarri, Jr.	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes for October 9th, Work Session and October 16, 2019 Regular, with no errors. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	David A. Ulibarri, Jr.	Yes
David G. Romero	Yes	Vincent Howell	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

MAYOR'S APPOINTMENTS/REPORTS

Mayor Gurulé-Girón advised there were no appointments or reports at this time.

MAYOR'S RECOGNITIONS/PROCLAMATIONS

Media Coordinator Virginia Marrujo announced the Top Hat Awards as follows:

Top 10 - 4th of July Fiestas

Top 3 - Tourism Professional of the Year: Virginia Marrujo

Winner - Hospitality Professional of the Year: Alan Affeldt

PUBLIC INPUT

William Gonzales read an Open Letter to Mayor and Council in regard to the Acequias water rights and spoke in detail about the potential benefits and agricultural economy lost as well as acequias being destroyed due to the ongoing litigation. He encouraged the City to engage with the Acequia leadership to find a negotiated settlement for sharing water.

Mayor Gurulé-Girón asked Interim City Manager Gallegos to meet with the City Attorney and provide the Council with a written brief of what the status was of what had been claimed there today, so that they were all clear on everything.

Ray Gallegos, Mayordomo of Los Vigiles Acequia spoke in detail regarding the water rights litigation and how it has cost millions of dollars for senseless litigation and storage that was not needed. He stated the agricultural economy has gone through hardship. He added that it was time to put an end to the litigation.

Kathleen Dudley was not present when her name was called to step up to give public input.

Gabe Estrada stated his concerns of the ongoing litigation regarding water rights and read as follows: an “Open letter to the parties in the matter of the equitable remedy to be awarded to the City of Las Vegas following Reversal of the Pueblo Water Rights Doctrine”. He also spoke on several issues regarding water sharing between the acequias and the City of Las Vegas and asked that all parties involved, come together and come up with an equitable response as requested by the courts.

Lalo Sanchez stated that Maria Gilvarry constantly was having his water meter checked and accused him of having water leaks and requested that it be stopped. He added that there was corruption in the City and higher government and that there was no longer any trust within government.

Mayor Gurulé-Girón stated “with all due respect, I’d like to address this, first of all, if Mr. Sanchez can recall, he’s come to the City Council meetings on numerous occasions requesting some resolve regarding his water, so in all defense to the staff, if your water’s being checked, it’s probably because you asked for it.”

PRESENTATIONS

Police Chief David T. Bibb III recognized Clint R. Sandoval and Moises G. Coca for their accomplishments and for their completion of the New Mexico Department of Public Safety Law Enforcement Academy.

Mayor Gurulé-Girón congratulated the Officers and thanked them for their service to the City of Las Vegas.

CITY MANAGER'S REPORTS

Interim City Manager Gallegos reported that the Tree Lighting ceremony was set for December 5th on Douglas Ave., the reason being was not to interfere with school district activities (football finals) and that the Christmas Light Parade was set for December 14th, although they were open to any questions or issues.

Utilities Director Maria Gilvarry advised that Stantec Project Manager Georgette Aronow and Lauren Howe would be presenting on 2019 Water, Wastewater and Solid Waste Utility Rate Assessment Study.

Stantec Project Manager Georgette Aronow advised that the goal of the study was to provide adequate funding (reserves) for each of the funds, so that the systems would be self sustaining for the next 5-10 years and could meet all of the operational and capital improvement needs as well as being prepared for any capital emergency repairs. She added that they needed to make sure the rates were in alignment with funding and affordable as well. Ms. Aronow advised that 2018 was the last year for the City's current rate structure and adjustments for Water and Wastewater and 2015 for Solid Waste and stated that was where the rates were now and they would stay flat without any further adjustments or approval by Council.

Ms. Aronow presented the Water Enterprise Fund Projection of expenses and current revenues over the next 10 years. She informed that a lot that was driving for each of these funds were the need for capital improvements and that they spent a lot of time reviewing the master plans and technical reports to ensure they had an accurate projection capital projects needs going forward. She presented the Water Enterprise Capital Projections Summary in terms of what was needed and anticipated that would be funded in the rates and advised that overall the CIP priorities were estimated over the ten year period was approximately 26.5 million dollars.

Ms. Aronow advised there were two basic scenarios for the Water Plan, and Scenario 1, assumed the CIP execution at 40% and what that entailed was not needing to make any rate adjustment for the water fund in FY20 or FY21 and thereafter they estimated a 4% annual increase in the rate requirement. She informed that the 4% was assumed largely to take care of the inflation and to meet the 12.5 million dollars and advised that Scenario 2 was a lower CIP execution rate at 28%, showing a decrease in rates and afterwards reducing them

by 3% which was closer to the inflation rate. She stated that the CIP improvement was a critical piece of this rate analysis.

Mayor Gurulé-Girón advised that it was her understanding and she thought also the Councils', that the directive given was to produce lower residential rates and for the impact to take place by January 2020, and that she had reviewed the analysis and was certain the Council had as well and was not at all what she had presented to them today. She added that she did not believe that there were any repairs needed to Peterson Dam at this time and that Ms. Aronow had misstated that the City needed to move forward with other repairs and that Peterson was never a part of the Bradner Reservoir repair and what needed focus was infrastructure repairs.

Mayor Gurulé-Girón stated that in her eyes she felt, the proposal was entirely inadequate and not what they had requested and believed that Council had made themselves clear as to what was expected. She stated that she appreciated Ms. Aronow's presentation although she had many questions and concerns that were not consistent, not only with the 20 year plan but the 40 year plan which had been proposed.

Mayor Gurulé-Girón advised that as a Council, they could not continue to penalize the residents of this community and stated that the previous increase was harsh and she voted against it. She stated that they had to do what was right for the constituency and felt that residents were essentially being punished with a higher rate increase. Mayor Gurulé-Girón stated that this was not the directive given to the City's Utility Director and the Consultant and questioned whether the presentation should continue or have Utilities Director Maria Gilvarry come up for discussion or explain who missed the mark in this matter.

Lengthy discussion took place regarding the Independent Review Analysis, aging infrastructure needs, Water Fund status and Summary of Residential changes.

Mayor Gurulé-Girón stated that what they had requested was a real serious look at decreasing residential rates.

Councilor Romero advised that he was disappointed as to the Council's impression of what they were going to get versus what they read on the report, and understood that any Director would want all capital improvements funded if possible although as the Council, they were there for their constituents who were on fixed incomes.

Further lengthy discussion and questions took place regarding the proposed rate analysis and the CIP plan.

Mayor Gurulé-Girón clarified that they requested an emphasis on residential rates.

Councilor Howell asked if the 12.5 million, CIP plan was included in the analysis and asked how much a customer would pay for the use of 2000 gallons.

Ms. Aronow advised they would provide a table of the CIP plan and addressed Councilor Howell's question in detail and added that one thing to keep in mind was that what they were sharing, was what they thought the City could support and still reduce residential rates over a 10 year period was 12.5 million dollars.

Mayor Gurulé-Girón stated that she did not vote on the previous rate increase, which she thought to be ridiculous and informed that it was close to a 30% increase, 60% being commercial users and questioned the adjustment for inflation. She advised she understood that rates needed to be increased to maintain a certain amount of cash revenue and to repair aging infrastructure although the directive was to reduce rates for residential and the proposal presented was not what they asked for and that the residents in this community had been adversely impacted and a small amount of residents were having to pay for it. Mayor Gurulé-Girón advised that Utility Director Gilvarry should have informed Ms. Aronow about the history of the hardships of this community.

Councilor Romero advised that he felt that the Enterprise Fund was the most healthy due to being based off the increase and did not feel it was right to penalize our constituency with another increase.

Ms. Aronow stated that she understood the negative impacts of a small community having to pay more and also for the City to provide the same level of service of a big City although unfortunately it was not the situation for this community. She stated that her job as a consultant is to come in and give her honest and professional opinion of what it was to maintain the level of service to residents for water, wastewater and solid waste. She felt that Utilities Department ran a good financial house with their funds but that in their professional review, there were several costly issues that had been ignored such as having adequate staffing, repairs of water and sewer lines and explained that they did hear the

direction and looked at the structure and were able to propose a rate decrease initially and spoke of other options according to her study.

Councilor Howell stated he would have liked to listen to the complete study and that residents wanted to know how much they would be paying in the next 5 years in order to plan for the future and he personally did not want our infrastructure to age anymore and thought we needed a better analysis of our infrastructure as far as prioritizing the needs.

Brief discussion took place regarding the development fee for the cost of infrastructure which would apply to only new development and discussed several reasons for high water bills and infrastructure issues.

Councilor Howell stated that the City needed to make sure infrastructure was repaired, that reality was scary and that we all have to realize that we have to pay to get good water. He advised that he did not want to have pipes breaking in five years because they did not take a good look at Ms. Aronow's proposal.

Councilor Ulibarri, Jr. advised that his concern was the community being on fixed incomes and their complaints about water rates and people leaving town due to rate increases. He thanked Ms. Aronow for her presentation.

Councilor Casey stated that everyone knew the concern of the City's need for better infrastructure although was very shocked with the recommended rates to be so high and informed 36% live in poverty, 36% live below poverty, 62% were disabled veterans and elderly and she could not support anything that was going to impact poor people in such a huge way. She informed they were living on fixed incomes and they had to make decisions of paying bills, medical bills or to buy food and was a real concern to her and in good conscience could not agree to the increase. She felt that the community was making an effort to conserve and that the tier on the study was encouraging consumption and was very concerned and recommended they go back to the drawing board and give them something they could support with more enthusiasm.

Detailed discussion took place regarding the tier structure on the rate analysis and several conditions of having to reduce the budget regarding the restructure of the rate analysis.

Mayor Gurulé-Girón advised that she felt there was no need to reduce the budget due to cash reserves being healthy, that they were not moving forward with Peterson due to it not being part of the plan and felt repairs were not needed. She informed if anyone was moving forward that it should come through Council and hoped Ms. Gilvarry had not made any improvements to Peterson Dam.

Utilities Director Maria Gilvarry advised that the Council had already approved to move forward with the planning and design for Peterson and the funding for construction and hopefully for a big portion of planning and design would be asked from the Legislature.

Mayor Gurulé-Girón stated that there were many major issues with breaking water lines throughout the City and she stated that it was a wrong decision to approve the planning and design for Peterson. She apologized for even placing on the agenda and felt that the focus should be to look at the actual tiers to decrease residential rates and believed that this Council made the directive clear to Ms. Gilvarry, that they had not deviated from that decision.

Ms. Gilvarry advised that while a Legislative Representative was at Peterson Dam a portion of the Dam fell beside him and the state engineer was definitely encouraging that they move forward with the repair.

Councilor Howell stated that they needed to help community members who could not afford the rates and it was important to aggressively look for outside sources for funding, economic development that increases GRT and go after ways of looking for more revenue. He stated that we could not afford to have pipes falling apart in the City and in their homes and having to pay exorbitant bills and they needed to get together and come up with ways of repairing our infrastructure now and for the future.

Mayor Gurulé-Girón asked Utilities Director Gilvarry if there had been a threat to Peterson Dam breaking.

Utilities Director Gilvarry advised that there was a threat to it deteriorating and that the way it was designed, there was water coming through the dam face itself and becoming larger.

Mayor Gurulé-Girón asked if she had received a letter from the Dam Safety Bureau, stating that we needed to repair the infrastructure in its entirety because that was what they were proposing on the 10 million, that was ready to breach.

Utilities Director Gilvarry stated that no, they had not received a letter from the Dam Safety Bureau.

Brief discussion and questions took place in regards of discussion with the Legislative Representative pertaining to Peterson Dam and how the 10 million would affect the cash reserve.

Ms. Gilvarry advised that she was never going to request for the construction and that a good portion of the planning and design would come from funding sources whether it was capital outlay or other funding sources. She advised that the 10 million dollars that Mayor was requesting was not a part of this evaluation.

Councilor Romero stated that in his opinion regarding that the previous increases were sufficient in order to still sustain all the repairs needed and that their job as Council was to not put the burden on residents who could not afford increased rates. He stated that they needed a breakdown of the projects, they did not want catastrophic water breaks in the future and that he was willing to listen to the specific needs on the rate analysis.

Ms. Gilvarry stated that she thought one of the most critical parts that they were not addressing was Wastewater Division, which was greatly underfunded due to debt service and looking at that as a base and asking how they can restore their infrastructure and funding for Wastewater and find the balance with the Water Division. She advised that would allow them to make an equivalent reduction on the water side where there would be no impact to the customer or a reduction to the customers and would prioritize water line repairs.

Brief discussion took place in regards to Council reviewing Utility project reports.

Mayor Gurulé-Girón recommended that they come back in three days with a new plan and determine how they would reduce residential rates and advised Ms. Gilvarry to review her department administrative burdens, increases that needed to be included in the plan. She informed Ms. Gilvarry, as a Director that it was her duty to make certain that there were very little burdens in the best interest of the constituency.

Lengthy discussion took place on a timeline of coming back with the revised Utility Rate Structure, tier rate structure and water use/sewer usage.

Councilor Casey proposed to have a Special meeting that was open to the public. Mayor Gurulé-Girón thanked the Stantec Representatives for their presentation and asked that they not take the governing body asking tough questions as being negative or not wanting to see any form of result although the result they wanted did not come in their direction today. She stated that they were moving forward and in the right direction.

Brief discussion took place regarding the decrease adjustments on the rate structure.

FINANCE REPORT

Interim Finance Director Tana Vega presenting the Finance Report for the month ending October 31, 2019 reporting the General Fund revenue at 33% and the expenditures coming in at 26%. Ms. Vega reported the Enterprise Funds revenue at 27% and expenditures at 22% and advised that the Recreation Department revenue was at 28% and total expenditures were 27%.

Councilor Casey had questions regarding several vendors on the check report, Finance Director Vega clarified and addressed the questions.

Finance Director Tana Vega presented a seven year analysis of the Lodgers Tax that was collected that included gross sales.

Councilor Casey asked that this information be provided to Mr. Wid Slick.

CONSENT AGENDA

Recorder Danielle Sena read the Consent Agenda into the record as follows:

1. Approval of out of state travel to Canon City, Colorado.
2. Approval of out of state travel to Quantico, Virginia.
3. Approval to reject Bid 2020-03 Rocky Road Construction due to bid being over budget.

Councilor Casey made a motion to approve the Consent Agenda as read into the record. Councilor Romero seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes
Barbara A. Casey	Yes	David G. Romero	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

BUSINESS ITEMS

1. Approval/Disapproval to adopt Resolution 19-55 for Administrative and Financial Support including a \$48,000 cash match for the FY 2019 New Mexico Mainstreet (NMMS) Capital Outlay Public Infrastructure funding for the “Great Blocks on MainStreet:” Railroad Avenue Phase II Grant Application.

Grant Writer Robert Archuleta advised that the City of Las Vegas in collaboration with Main Street de Las Vegas submitted a grant application request, written and prepared by Michael Peranteau in the amount of \$400,000 for Capital Outlay funding for the Great Blocks project in the railroad district NMMS requires a \$48,000 match. He advised that he assisted with the grant application as well and that the match would go down as they were seeking other entities to assist with the match requirement and it would be a less burden on the City. Mr. Archuleta advised the project was Plan and Design and that was paid by a grant through Mainstreet and informed that together with the \$150,000.00 that they already had, the potential of award of \$400,000.00 and with the matches the City was providing, they would have approximately \$611,000.00 for the Railroad District Great Blocks Project.

Mayor Gurulé-Girón asked for the status of Phase I and if this was considered Phase II.

Mr. Peranteau explained that Phase I was awarded the \$150,000.00 about year ago, then they found out that NM Mainstreet had received more capital outlay funding so they applied for more funding and put the \$150,000.00 on hold and collaborated with engineers combining the phases together as one. He advised that the funding for Phase I would not be jeopardized.

Mr. Archuleta advised that Phase I would not be affected, that they could issue an RFP using Phase I and Phase II dollars, if awarded and the City would save more time and use only one engineer.

Mayor Gurulé-Girón thanked Mr. Peranteau and Mr. Archuleta for their work and contribution to the Mainstreet program.

Brief discussion took place of acquiring match funding for the Great Blocks Project.

Councilor Howell asked for a brief explanation of the Great Blocks Project.

Mr. Peranteau explained that it was a designation by New Mexico Mainstreet and it designated a major rejuvenation project in a downtown district. He advised that the City had three districts which were Bridge/Plaza Streets, Douglas Avenue and Railroad District, that it was a 2.1 million dollar project and that it was a priority project of the state.

Councilor Howell made a motion to adopt Resolution 19-55 for Administrative and Financial Support including a \$48,000 cash match for the FY 2019 New Mexico Mainstreet (NMMS) Capital Outlay Public Infrastructure funding for the "Great Blocks on MainStreet:" Railroad Avenue Phase II Grant Application. Councilor Casey seconded the motion.

Resolution 19-55 was presented as follows:

City of Las Vegas, NM

Resolution N. 19-55

A Resolution of Administrative and Financial Support adopting and approving a \$48,000 required matching funds for the FY 2019 New Mexico MainStreet (NMMS) Capital Outlay Public Infrastructure funding for the "Great Blocks on MainStreet: Railroad Avenue Phase II Construction Project "matching requirement" as part of the grant application.

ADOPTING THE FY 2019 "GREAT BLOCKS ON MAINSTREET: RAILROAD AVENUE PHASE II CONSTRUCTION PROJECT" GRANT APPLICATION AND MATCH REQUIRMENT.

WHEREAS, the funding for this project is made available through NM MainStreet Public Infrastructure by the sale of Severance Tax Bonds approved by the Economic Development Department; and

WHEREAS, capital improvements are an effective tool for communities to achieve necessary project development and the Railroad District is listed in the recently adopted Metropolitan Redevelopment Act Plan otherwise known as the Downtown Action Plan as an important catalytic development area; and

WHEREAS, the City of Las Vegas and Main Street de Las Vegas (MSLV) are committed to collaborating on the construction ready Great Blocks Project in the Railroad District; and

WHEREAS, the City's partner, MSLV is working diligently to assist and secure the "cash match" portion of the match requirement by New Mexico MainStreet on behalf of the City in the amount of \$48,000; and

WHEREAS, the City of Las Vegas is committed to providing a match of funds in the amount of \$48,000 and in-kind services if MSDLV is unable to secure matching funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LAS VEGAS GOVERNING BODY that:

1. The City of Las Vegas has accepted the match requirement of \$48,000 for the "Great Blocks" project and is committed to providing match funds up to, and in the amount of \$48,000 cash or less and in-kind if MSLV cannot secure the total matching funds; and
2. The New Mexico MainStreet Public Infrastructure Grant Monitor, upon receipt of Resolution 19-55, will consider the grant application as a final submission of the grant application.

PASSED, APPROVED AND ADOPTED THIS _____ day of November, 2019

CITY OF LAS VEGAS

Mayor Tonita Gurulé-Girón
(Seal)

ATTEST:

Casandra Fresquez, City Clerk

Esther Garduño-Montoya, City Attorney
(for legal sufficiency only)

Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	David G. Romero	Yes
Vincent Howell	Yes	Barbara A. Casey	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

2. Approval/Disapproval to review and certify Fixed Assets/Inventories. Interim Finance Director Tana Vega advised that the City of Las Vegas had completed the 2019 Fixed Assets and Inventories and was ready to be reviewed and approved by Mayor and Council.

Discussion and questions took place regarding the process of disposing of assets associated throughout all departments within the City and of an online auction.

Councilor Casey made a motion to review and certify Fixed Assets/Inventories. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Vincent Howell	Yes
David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

3. Approval/Disapproval of Resolution No. 19-57.

Interim Finance Director Tana Vega advised that the City of Las Vegas was requesting increases to the FY2020 Budgeted revenues and expenditures, transfers to and from within various funds of the FY 2020 Budget.

Councilor Casey made a motion to approve Resolution No. 19-57. Councilor Howell seconded the motion.

Resolution 19-57 was presented as follows:

State of New Mexico
Municipality of City of Las Vegas
Resolution No. 19-57

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget adjustment request for fiscal year 2019-20, and

WHEREAS, said budget adjustments were developed on the basis of increases in revenues, expenditures and transfers (in) out through cooperation with all user departments, elected officials and other department supervisors, please see attached schedule; and

WHEREAS, the City of Las Vegas is in need of making budget adjustments in the 2019-20 fiscal year budget; to include a net increase of \$150,000 in revenues, an increase of \$172,000 in expenditures for various expenditures and a transfer in from General Fund in Fund 435 Mainstreet; a net increase of \$404 in expenditures in Fund 283 (PD Awards) to be funded by unbudgeted cash balance; a net increase of \$12,500 in revenues and expenditures in Senior Center to be funded by a Legislative Appropriation for two (2) HVAC units; a net increase of \$9,403 in revenues and expenditures in the Special Library Fund to be funded by a grant from New Mexico State Library;

WHEREAS, it is the majority opinion of this governing body that the budget adjustment request be approved and meets the requirements as currently determined for fiscal year 2019-20;

NOW, THEREFORE BE IT RESOLVED, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby approves the budget adjustment request herein above described and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

RESOLVED: In session this ___ day of November, 2019

Tonita Gurule-Giron. Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Esther Garduno Montoya, City Attorney

Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	David G. Romero	Yes
Vincent Howell	Yes	Barbara A. Casey	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

COUNCILORS' REPORTS

Councilor Ulibarri, Jr. advised that faded stop signs were an issue throughout the City and asked if they were being addressed.

Streets Director Chris Rodarte informed that they had already replaced 17 stop signs throughout the City and had placed an order for 12 more stop signs at the cost of \$2,500.00.

Councilor Howell asked for a status of trailers parked at the flea market and behind the Knight's Inn, in regards to having permits and asked about the incident at the Animal Shelter.

Interim City Manager Gallegos advised that the property on Grand Avenue was private property, she sent Code Enforcement to check for permits and were at that point for now. She added that the trailer on the Macario Gonzales property was removed and were waiting for the one on Piñon and Montezuma Street to be removed. She advised they would address the one at Knight's Inn this week and were also addressing tents/homeless near the Riverwalk as well.

Mr. Rodarte advised that the Animal Shelter had been vandalized and five dogs had been taken and that repairs had already been made to the kennels.

Councilor Casey thanked Wanda Salazar for her hard work and excellent job at the Senior Center and addressed the Mayor regarding Lodgers Tax Board applications and that she knew of three applications that had been submitted.

Mayor Gurulé-Girón advised that applications were still coming in and that there had been people who have called and that she was going to wait until tomorrow and hopefully make a decision by Friday.

Councilor Casey wanted to thank Code Enforcement Officer, Jeremiah Gutierrez for working so hard within her ward and hoped he would continue his work on that.

Councilor Romero asked if the area of Jackson and Lincoln Streets could be addressed in regard to the positions of one way signs. He asked if potholes on South Gonzales (bus routes) had been addressed.

Streets Director Rodarte advised that the area of South Gonzales had been addressed that day.

Other issues were briefly discussed that needed addressing pertaining to trash being left out on premises of some West side residents and also vehicles parking on sidewalks on the West side of town.

EXECUTIVE SESSION

Councilor Romero made a motion to go into Executive Session to discuss personnel matters discussed in the past, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978. Councilor Casey seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes
David G. Romero	Yes	Barbara A. Casey	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

Councilor Romero made a motion to reconvene into Regular Session after discussing personnel matters as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978 and stated that only discussion took place and no action was taken. Councilor Casey seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Vincent Howell	Yes
Barbara A. Casey	Yes	David G. Romero	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

ADJOURN

Councilor Casey made a motion to adjourn. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	David A. Ulibarri, Jr.	Yes
Barbara A. Casey	Yes	Vincent Howell	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

Mayor Tonita Gurulé-Girón

ATTEST:

Casandra Fresquez, City Clerk

**GENERAL FUND REVENUE COMPARISON
THRU NOVEMBER 30, 2019 42% OF YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2020**

	<u>Total Budget to Actual Comparison</u>					G (E/B) FY 2020 % REV
	A	B	C	D	E	
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	
PROPERTY TAX	1,485,000	1,312,372	546,822	100,174	146,152	11%
GROSS RECEIPT TAX 1.225	3,550,000	3,550,000	1,479,167	1,503,118	1,722,435	49%
FRANCHISE TAX	750,000	750,000	312,500	293,277	289,089	39%
GROSS RECEIPT TAX .75	2,332,500	2,449,125	1,020,469	987,259	1,131,206	46%
1/8 INFRASTRUCTURE	372,000	372,000	155,000	165,530	178,908	48%
GRT .25 (JAN 2011)	1,060,000	1,060,000	441,667	463,405	482,078	45%
GRT -HOLD HARMLESS (JULY 2015)	-	0	0	-	-	0%
LICENSE & FEES	83,500	63,000	26,250	12,754	9,574	15%
INTERGOVERNMENTAL	77,144	76,500	31,875	29,830	34,818	46%
LOCAL-FINES	66,500	66,500	27,708	22,266	28,328	43%
LOCAL-MISC	1,648,800	1,667,450	694,771	680,461	718,428	43%
TOTAL	11,425,444	11,366,947	4,736,228	4,258,074	4,741,014	42%

(License& Fees-Business Licenses, Liquor Licenses and Building Permits,Development Fees)
(Local Fines- Court Fines, Library Fines, Traffic Safety Fines)

FISCAL YEAR 2020

	<u>Total Budget to Actual Comparison</u>					H (E/B) % BDGT
	A	B	C	D	E	
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	
JUDICIAL	294,648	300,157	125,065	116,257	130,743	44%
GOVERNING BODY	73,038	72,409	30,170	29,565	31,003	43%
MAYOR	60,736	43,484	18,118	17,919	7,481	17%
MANAGER	261,412	264,452	110,188	87,394	83,680	32%
EXECUTIVE	-	0	0	-	-	0%
MUNICIPAL CLERK	222,499	270,729	112,804	95,015	104,565	39%
CITY ATTORNEY	229,704	218,052	90,855	58,521	63,443	29%
PERSONNEL/HR	245,259	249,961	104,150	79,411	100,229	40%
FINANCE	467,223	475,653	198,189	157,803	214,637	45%
COMMUNITY DEV.	528,706	506,791	211,163	138,501	138,830	27%
POLICE	4,006,680	4,277,031	1,782,096	1,553,542	1,714,964	40%
CODE ENFORCEMENT	150,334	132,039	55,016	41,555	33,279	25%
ANIMAL SHELTER	135,490	150,424	62,677	43,875	45,183	30%
FIRE	1,357,467	1,384,729	576,970	497,648	589,776	43%
PUBLIC WORKS/AIRPORT	450,832	487,071	202,946	159,998	189,535	39%
PARKS	290,709	290,323	120,968	76,890	96,227	33%
AIRPORT	-	0	0	-	-	0%
LIBRARY	200,046	232,272	96,780	70,814	106,356	46%
MUSEUM	148,116	154,939	64,558	47,039	40,357	26%
GENERAL SERVICES	3,161,410	2,723,568	1,134,820	772,592	787,746	29%
SALARY CONTINGENCY	-	0	0	-	-	0%
TRANSFERS	751,352	756,667	315,278	308,125	310,208	41%
TOTAL	13,035,661	12,990,751	5,412,813	4,352,464	4,788,241	37%

**ENTERPRISE FUNDS-REVENUE COMPARISON
THRU NOVEMBER 30, 2019 42% YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2020**

	<u>Total Budget to Actual Comparison</u>					G
A	B	C	D	E		(E/B) %
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	BUDGET
WASTE WATER (610)	2,966,100	3,419,600	1,424,833	1,283,439	1,163,450	34%
NATURAL GAS (620)	5,036,000	5,041,250	2,100,521	966,151	934,511	19%
SOLID WASTE (630)	3,419,400	3,413,400	1,422,250	1,415,885	1,464,972	43%
WATER (640)	5,138,950	5,172,720	2,155,300	2,247,521	2,191,137	42%
<i>Total of Enterprise Funds</i>	16,560,450	17,046,970	7,102,904	5,912,996	5,754,070	34%

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU NOVEMBER 30, 2019 42% YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2020**

	<u>Total Budget to Actual Comparison</u>					F	H
A	B	C	D	E		(E/B) %	BUDGET
	FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	AVAIL. BAL.	
WASTE WATER(610)	3,317,958	4,671,737	1,946,557	1,123,187	1,436,141	3,235,596	31%
NATURAL GAS (620)	6,179,773	6,930,179	2,887,575	1,088,514	1,389,851	5,540,328	20%
SOLID WASTE (630)	3,760,097	3,781,260	1,575,525	1,134,127	1,391,283	2,389,977	37%
WATER (640)	4,707,663	5,481,285	2,283,869	1,573,408	2,115,267	3,366,018	39%
<i>Total of Enterprise Funds</i>	17,965,491	20,864,461	8,693,525	4,919,235	6,332,543	14,531,918	30%

**RECREATION DEPARTMENT-REVENUE COMPARISON
THRU NOVEMBER 30, 2019 - 42% OF YEAR LAPSED 5 OF 12 MONTHS
FISCAL YEAR 2020**

A	B	C	D	E	G (E/B) % REV
FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	
0	0	0	0	0	0%
115,000	115,000	47,917	47,299	31,626	28%
20,000	10,000	4,167	4,311	3,671	37%
0	0	0	0	0	0%
16,500	16,500	6,875	2,103	185	1%
26,000	30,000	12,500	7,224	943	3%
85,000	62,500	26,042	5,898	24,614	39%
400,000	400,000	166,667	133,280	166,600	42%
662,500	634,000	264,167	200,114	227,638	36%

RECREATION-TAXES (Cig)
WELLNESS CENTER
OPEN SWIM
YAFL
YABL/ADULT BASKETBALL
SUMMER FUN PROGRAM
RECREATION-OTHER
GEN FUND TRANSFER
TOTAL

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU NOVEMBER 30, 2019 - 42% OF YEAR LAPSED 5 OF 12 MONTHS
FISCAL YEAR 2020**

A	B	C	D	E	F	H (E/B) % BDGT
FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	FY 2020 AVAIL. BAL.	
633,166	619,444	258,102	205,547	239,328	380,116	39%
0	0	0	0	0	0	0%
8,500	8,500	3,542	1,128	720	7,780	8%
95,350	83,850	34,938	22,692	27,633	56,217	33%
9,500	9,500	3,958	3,321	0	9,500	0%
746,516	721,294	300,539	232,688	267,681	453,613	37%

EMPLOYEE EXP.
YAFL
YABL/ADULT BASKETBALL
OTHER OPERATING EXP.
CAPITAL OUTLAY
TOTAL

**LODGERS TAX PROMOTION - REVENUE COMPARISON
THRU NOVEMBER 30, 2019 - 42% OF YEAR LAPSED 5 OF 12 MONTHS
FISCAL YEAR 2020**

A	B	C	D	E	G (E/B) % REV
FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	
328,000	301,600	125,667	136,311	180,614	0%
82,000	75,400	31,417	34,041	37,471	50%
410,000	377,000	157,083	170,353	218,085	58%

LODGER'S TAX PROMO
LODGER'S TAX - INFRASTRUCTURE
TOTAL

**LODGERS TAX PROMOTION - EXPENDITURE COMPARISON
THRU NOVEMBER 30, 2019 - 42% OF YEAR LAPSED 5 OF 12 MONTHS
FISCAL YEAR 2020**

A	B	C	D	E	F	H (E/B) % BDGT
FY 2019 BUDGET	FY 2020 BUDGET	FY 2020 YTD - BUDGET	FY 2019 YTD - ACTUAL	FY 2020 YTD - ACTUAL	FY 2020 AVAIL. BAL.	
44,729	42,389	17,662	14,543	6,654	35,735	16%
26,561	23,100	9,625	7,027	5,046	18,054	0%
175,158	140,900	58,708	42,983	51,190	89,710	36%
304,238	305,138	127,141	62,700	102,568	202,570	34%
2,000	2,000	833	0	0	2,000	42%
51,567	41,956	17,482	21,478	17,475	24,481	33%
604,253	555,483	231,451	148,731	182,934	372,549	

EMPLOYEE EXP.
OPERATING EXPENSES
PUBLICATIONS & ADVERT
CONTRACTUAL SERVICES
CAPITAL OUTLAY
TRANSFERS
TOTAL

MEMO:	BEG CASH BALANCE	205,626.45	ADVISORY BOARD APPROVED	316,031.00
	BUDGETED REVENUES	377,000.00	INFRASTRUCTURE, ADV & PUBLICATIONS,	(75,400.00)
	BUDGETED EXPENSES & TRANSFERS	(555,483.00)	CONTRACTUAL	240,631.00
	ENDING CASH BALANCE	27,143.45		

5. EXPENDITURE SUMMARY:		NON-PROMOTIONAL FUND		EXPENSES THRU 11/07/19
CATEGORY/DESCRIPTION		YEAR-TO-DATE (Y-T-D)		YEAR-TO-DATE (Y-T-D)
CONTRACTUAL SERVICES		AMOUNT	BUDGET	AMOUNT
EVENT or ACTIVITY	DATE	(SUM OF ALL QUARTERS)		(SUM OF ALL QUARTERS)
(attach a separate sheet if needed)				
Audit			3,000	\$
PUBLICATION & ADVERTISING			65,000	51,190.41
LAS VEGAS OPTIC				
Salute to the Troops		1,197.77		
Original Las Vegas		783.16		
2019 Fiestas		1,197.77		
Reel Las Vegas		783.16		
2019 Electric Light Parade		1,197.77		
Las Vegas Film		1,197.77		
Ad in 2019 Fiestas Guide		921.36		
Ads for Lodgers Tax Meeting		44.14		
Ads for Lodgers Tax Meeting		46.87		
Ads for Lodgers Tax Meeting		45.50		
Ads for Lodgers Tax Meeting		45.20		
ALL AMERICAN PUBLISHING, LIMIT				
Ads in School Calendar		797.00		
WAGON MOUND BEAN DAY ASSOCIATION				
Full Color Front Page Ad 7"x9 1/2"		400.00		
ALBUQUERQUE JOURNAL				
Ads Summer Guide		476.81		
Ads Summer Guide		2,066.37		
Ads Summer Guide		4,681.79		
8" x9 1/2" Full Color Ad		5,933.13		
4"x 9 1/2" Full Color Ad		3,236.25		
Home Page Take Over		970.88		
Ads Summer Guide		12,199.99		
SDC BROADCASTING CO, INC.				
2019 Fiesta Ads		1,112.14		
GCBENDITO 4 LLC				
2019 Fiesta Ads		1,483.47		
LA VOZ BROADCASTING CO INC				
2019 Fiesta Ads		1,015.85		
RICHARD L. GARCIA BROADCASTING				
2019 Fiesta Ads		686.30		

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/10/2019

DEPT: Fire

MEETING DATE: 12/18/2019

ITEM/TOPIC: The City of Las Vegas Fire Department was awarded \$674,465.00 from the Legislative appropriation for the purchase of a new Fire Apparatus.

ACTION REQUESTED OF COUNCIL: *Approval/ Disapproval to utilize Legislative funding*

BACKGROUND/RATIONALE: The Las Vegas Fire Department is moving forward in replacing an aging Fire Apparatus at an estimated cost of \$674,465.00. The Fire Department would like to utilize 411 Equipment as a vendor as they are currently under State contract.

STAFF RECOMMENDATION: Approval to utilize Legislative Funding

COMMITTEE RECOMMENDATION: N/A

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



**TONITA GURULE-GIRON
MAYOR**

**TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)**



**ANN MARIE GALLEGOS,
INTERIM CITY MANAGER**

**PURCHASING AGENT
(FOR BID/RFP AWARD)**

**ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)**



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000137893
Ferrara Fire Apparatus, Inc.
27855 James Chapel Road
Holden, LA 70744

Email: erica@ferrarafire.com
Telephone No.: [800-443-9006](tel:800-443-9006)

Price Agreement Number: 70-000-16-00034AC

Price Agreement Amendment No.: Three

Term: January 27, 2017 – August 31, 2020

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

Procurement Specialist: Travis Dutton-Leyda

Telephone No.: 505-827-0477

Email: Travis.Dutton-Leyda@state.nm.us

Invoice:
As Requested at time of order

Title: **Fire Trucks and Fire Apparatus**

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

Supporting documentation including pricing and the Master Agreement can be found here:
<https://www.naspoaluepoint.org/portfolio/fire-apparatus-trucks-2016-2020/ferrara-fire-apparatus/>

This amendment is issued to reflect the following effective immediately:

Add the following Authorized Dealer:
411 Equipment LLC
1815 4th Street NW
Albuquerque, NM 87102

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

Accepted for the State of New Mexico

Mark Hayden, New Mexico State Purchasing Agent

Date: 10/31/2019



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000137893
Ferrara Fire Apparatus, Inc.
27855 James Chapel Road
Holden, LA 70744

Email: erica@ferrarafire.com
Telephone No.: [800-443-9006](tel:800-443-9006)

Price Agreement Number: 70-000-16-00034AC

Price Agreement Amendment No.: Two

Term: January 27, 2017 – August 31, 2020

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

Procurement Specialist: Travis Dutton-Leyda

Telephone No.: 505-827-0477

Email: travis.dutton-leyda@state.nm.us

Invoice:
As Requested at time of order

Title: Fire Trucks and Fire Apparatus

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from September 1, 2019 to August 31, 2020 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

Mark Hayden, New Mexico State Purchasing Agent

Date: 8/20/19



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment Cover Page

Awarded Vendor:
0000137893
Ferrara Fire Apparatus, Inc.
27855 James Chapel Road
Holden, LA 70744

Email: erica@ferrarafire.com
Telephone No.: 800-443-9006

Price Agreement Number: 70-000-16-00034AC

Price Agreement Amendment No.: One

Term: January 27, 2017 – August 31, 2019

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

Procurement Specialist: Travis Dutton-Leyda

Telephone No.: 505-827-0477

Email: travis.dutton-leyda@state.nm.us

Invoice:
As Requested at time of order

Title: **Fire Trucks and Fire Apparatus**

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

This amendment is issued to reflect the following effective immediately:

Delete New Mexico Administrative Reporting and Fees in its entirety and replace as described herein.

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

nm

STATE OF NEW MEXICO PURCHASING DIVISION

PARTICIPATING ADDENDUM
NASPO ValuePoint
Fire Trucks and Fire Apparatus
Administered by the State of Mississippi (hereinafter "Lead State")

MASTER AGREEMENT
Ferrara Fire Apparatus, Inc.
Master Agreement No: 8200027087
(hereinafter "Contractor")
And
State of New Mexico
Statewide Price Agreement No: 70-000-16-00034AC
(hereinafter "Participating State/Entity")
70-000-16-00034AC
AMENDMENT NO: One

Page 1 of 2

THIS AMENDMENT is made and entered into by and between the State of New Mexico, General Services Department, State Purchasing Division, hereinafter referred to as the "Procuring Agency" and Ferrara Fire Apparatus, Inc., hereinafter referred to as the "Contractor,"

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Delete New Mexico Administrative Reporting and Fees in its entirety and replace with the following:

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of percent (1.00 %), but not to exceed \$2,000 per order for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "Gross total sales" means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

<u>Quarter:</u>	<u>Period End:</u>	<u>Report Due:</u>
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Payment shall be made by check payable to the "State Purchasing Division." This contract number 70-000-16-00034AC must be included on all payments and Quarterly Sales Reports.

Remit Checks to:

State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

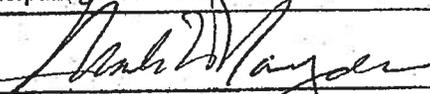
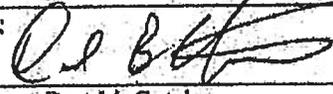
Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx/Vendors>

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

All other articles of the original contract remain the same.

Participating State: State of New Mexico	Contractor: Ferrara Fire Apparatus, Inc.
By: 	By: 
Name: Mark Hayden	Name: Bert McCutcheon
Title: Acting State Purchasing Agent	Title: Vice President / General Manager
Date: 2/21/2019	Date: February 14, 2019

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay
Telephone:	503-428-5705
E-mail:	thay@naspovaluepoint.org



**State of New Mexico
General Services Department**

Statewide Price Agreement

Awarded Vendor

**Ferrara Fire Apparatus
27855 James Chapel Road
Holden, LA 70744**

Telephone No. 800-443-7679

Price Agreement Number: 70-000-16-00034AC

Payment Terms: Net 30

F.O.B.: See Contract

Delivery: See Contract

Ship To:

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

Procurement Specialist: Kathy Sanchez

Telephone No.: 505-827-0487

Invoice:

Title: Fire Trucks and Fire Apparatus

Term: January 27, 2017 through August 31, 2019

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

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 01/26/17

PARTICIPATING ADDENDUM
70-000-16-00034AC
NASPO ValuePoint
Fire Trucks and Fire Apparatus
Administered by the State of Mississippi (hereinafter "Lead State")

MASTER AGREEMENT
Ferrara Fire Apparatus
Master Agreement No: 8200027987
(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State/Entity")

Page 1 of 8

1. **Scope:** This addendum covers the **Fire Trucks and Fire Apparatus** led by the State of **Mississippi** for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.
2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Participating State/Entity Modifications or Additions to Master Agreement:**
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

Participating State/Entity to check one box.

No changes to the terms and conditions of the Master Agreement are required

The following changes are modifying or supplementing the Master Agreement terms and conditions.

4. **Term:** This Participating Addendum will be neither effective nor binding until signed by the State Purchasing Agent and continue through August 31, 2019, unless extended, renewed or terminated. The contract term, including extensions and renewals, shall not exceed five years, except as set forth in Section 13-1-150 NMSA 1978.

5. Employee Pay Equity Reporting

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year,

PARTICIPATING ADDENDUM
70-000-16-00034AC
NASPO ValuePoint
Fire Trucks and Fire Apparatus
Administered by the State of Mississippi (hereinafter "Lead State")

MASTER AGREEMENT
Ferrara Fire Apparatus
Master Agreement No: 8200027987
(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State/Entity")

Page 2 of 8

or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

6. Insurance

- a. Contractor shall, during the term of this Participating Addendum, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Participating Addendum's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

PARTICIPATING ADDENDUM
70-000-16-00034AC
NASPO ValuePoint
Fire Trucks and Fire Apparatus
Administered by the State of Mississippi (hereinafter "Lead State")

MASTER AGREEMENT
Ferrara Fire Apparatus
Master Agreement No: 8200027987
(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State/Entity")

Page 3 of 8

- b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
- (1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal industry (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
 - (2) Property Coverage at an amount commensurate with the value of the Participating Entity's property in the care, custody or control of the Contractor.
 - (3) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Participating Addendum and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.
- d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.
- e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar

PARTICIPATING ADDENDUM
70-000-16-00034AC
NASPO ValuePoint
Fire Trucks and Fire Apparatus
Administered by the State of Mississippi (hereinafter "Lead State")

MASTER AGREEMENT
Ferrara Fire Apparatus
Master Agreement No: 8200027987
(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State/Entity")

Page 4 of 8

days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the State, result in this Participating Addendum's termination.

- f. Coverage and limits shall not limit Contractor's liability and obligations under this Participating Addendum, or any Purchase Order.

7. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

PARTICIPATING ADDENDUM
70-000-16-00034AC
NASPO ValuePoint
Fire Trucks and Fire Apparatus
Administered by the State of Mississippi (hereinafter "Lead State")

MASTER AGREEMENT
Ferrara Fire Apparatus
Master Agreement No: 8200027087
(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State/Entity")

Page 5 of 8

8. New Mexico Administration Reporting and Fees

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of one percent (1.00 %) for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "Gross total sales" means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

<u>Quarter:</u>	<u>Period End:</u>	<u>Report Due:</u>
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Payment shall be made by check payable to the "State Purchasing Division". This contract number 70-000-16-00034AC must be included on all payments and Quarterly Sales Reports.

Remit Checks to:

State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

PARTICIPATING ADDENDUM
70-000-16-00034AC
NASPO ValuePoint
Fire Trucks and Fire Apparatus
Administered by the State of Mississippi (hereinafter "Lead State")

MASTER AGREEMENT
Ferrara Fire Apparatus
Master Agreement No: 8200027987
(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State/Entity")

Page 6 of 8

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0507 or (505) 827-0472.

- 9. Distributors:** The Contractor may utilize distributors; however, the contractual agreement that may result from this Participating Addendum shall specify that the price prime Contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the State.

Additionally, the Contractor must receive approval in writing, from New Mexico's State Purchasing Agent before any distributor is used during the term of this agreement.

Distributors are classified as follows, and their role shall be specified in Contractor's request for approval.

a. Contractor authorized resellers

- (1) Contract authorized resellers shall provide quotes, accept purchase order, and accept payment from entities ordering under this Participating Addendum.
- (2) Authorizes resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative requirements.
- (3) All purchase documents to authorized resellers shall reference the participating addendum number and Ferrara Fire Apparatus, as the contractor.

b. Contractor authorized subcontractors

- (1) Contractor authorized subcontractors are authorized to provide quotes, sales assistance, configuration guidance and ordering support for services available under this Participating Addendum.
- (2) Contractor authorized subcontractors ARE NOT authorized to accept orders, purchase orders or payments from entities ordering under this Participating Addendum.

- 10. Records Administration and Audit:** Participating State's right as specified in Section 25 of the Master Agreement shall survive for a period of six (6) years following termination of this Participating Addendum or final payment for any order placed by a Purchasing Entity against

PARTICIPATING ADDENDUM
70-000-16-00034AC
NASPO ValuePoint
Fire Trucks and Fire Apparatus
Administered by the State of Mississippi (hereinafter "Lead State")

MASTER AGREEMENT
Ferrara Fire Apparatus
Master Agreement No: 8200027987
(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State/Entity")

Page 7 of 8

this Participating Addendum, which is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

11. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor: Ferrara Fire Apparatus

Name	Eric Adams
Address	27855 James Chapel Road, Holden, LA 70744
Telephone	(800) 443-9006
Fax	(225) 567-7679
E-mail	cferrara@ferrarafire.com

Participating Entity: State of New Mexico

Name	Kathy Sanchez
Address	PO Box 6850
Santa Fe, NM 87502	
Telephone	505-827-0487
Fax	505-827-2484

12. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

PARTICIPATING ADDENDUM
70-000-16-00034AC
NASPO ValuePoint
Fire Trucks and Fire Apparatus
Administered by the State of Mississippi (hereinafter "Lead State")

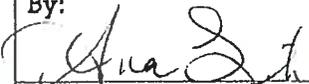
MASTER AGREEMENT
 Ferrara Fire Apparatus
 Master Agreement No: 8200027987
 (hereinafter "Contractor")

And

State of New Mexico
 (hereinafter "Participating State/Entity")

Page 8 of 8

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor: Ferrara Fire Apparatus
By: 	By: 
Name: <i>Anna Silva</i>	Name: Chris Ferrara
Title: <i>Bureau Chief</i>	Title: President/CEO
Date: <i>1/26/17</i>	Date: January 25, 2017

[Additional signatures as required by Participating State]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint	
Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

**State of Mississippi
Department of Finance and Administration
Office of Purchasing, Travel & Fleet Management**



**Contract #8200027987 with Ferrara Fire Apparatus,
Inc. for Fire Trucks and Fire Apparatus**

**The State of Mississippi in conjunction with
NASPO ValuePoint**

**Under the Authority of
State of Mississippi, Section 31-7-1, et seq., Mississippi Code of 1972, Annotated**

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

TABLE OF CONTENTS

1.0 OVERVIEW 5

1.1 CONTRACT SCOPE 5

1.2 CONTRACT SCOPE AND MODIFICATIONS 5

1.3 RECITALS 5

1.4 ESTIMATED USAGE 5

1.5 CONTRACT TERM 5

1.6 PURCHASERS/PARTICIPATING ENTITIES 6

2.0 CONTRACT ADMINISTRATION 6

2.1 MCC CONTRACT ADMINISTRATOR 6

2.2 ADMINISTRATION OF CONTRACT 6

2.3 CONTRACTOR SUPERVISION AND COORDINATION 6

2.4 POST AWARD CONFERENCE 7

2.5 CONTRACT MANAGEMENT 7

2.6 CHANGES 7

2.7 CONTRACT ADMINISTRATION FEE 7

2.8 MISSISSIPPI'S STATEWIDE VENDOR PAYMENT REGISTRATION 8

2.9 SALES & SUBCONTRACTOR REPORTS 8

2.10 OTHER MCC REQUIRED REPORT(S) 8

2.11 MISSISSIPPI'S ELECTRONIC BUSINESS SOLUTION (MAGIC) 8

3.0 PRICING 8

3.1 PRICE PROTECTION 8

3.2 NO ADDITIONAL CHARGES 8

3.3 VOLUME/PROMOTIONAL DISCOUNTS 8

3.4 NEW PRODUCTS/SERVICES 9

3.5 PRICE ADJUSTMENTS 9

4.0 CONTRACTOR QUALIFICATIONS AND REQUIREMENTS 9

4.1 ESTABLISHED BUSINESS 9

4.2 USE OF SUBCONTRACTORS 9

4.3 SUBCONTRACTS AND ASSIGNMENT 10

4.4 CONTRACTOR AUTHORITY AND INFRINGEMENT 10

4.5 MATERIALS AND WORKMANSHIP 10

5.0 DELIVERY REQUIREMENTS 10

5.1 ORDER FULFILLMENT REQUIREMENTS 10

5.2 EQUIPMENT DEMONSTRATION 10

5.3 SHIPPING AND RISK OF LOSS 11

5.4 DELIVERY 11

5.5 SITE SECURITY 11

5.6 INSPECTION AND REJECTION 11

5.7 TREATMENT OF ASSETS 11

6.0 PAYMENT 12

6.1 ADVANCE PAYMENT PROHIBITED 12

6.2 IDENTIFICATION 12

6.3 PAYMENT, INVOICING AND DISCOUNTS 12

6.4 TAXES, FEES AND LICENSES 13

6.5 OVERPAYMENTS TO CONTRACTOR 13

6.6 AUDITS 13

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

7.0	QUALITY ASSURANCE	13
7.1	RIGHT OF INSPECTION	13
7.2	CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS	13
7.3	PRODUCT WARRANTY	14
7.4	WARRANTIES	14
7.5	COST OF REMEDY	14
7.6	TRAINING	14
8.0	INFORMATION AND COMMUNICATIONS	14
8.1	ADVERTISING	14
8.2	RETENTION OF RECORDS	15
8.3	PROPRIETARY OR CONFIDENTIAL INFORMATION	15
8.4	NON-ENDORSEMENT AND PUBLICITY	15
9.0	GENERAL PROVISIONS	15
9.1	GOVERNING LAW/VENUE	15
9.2	SEVERABILITY	15
9.3	SURVIVORSHIP	16
9.4	INDEPENDENT STATUS OF CONTRACTOR	16
9.5	GIFTS AND GRATUITIES	16
9.6	INDEMNIFICATION AND HOLD HARMLESS	16
9.7	NO WAIVER OF SOVEREIGN IMMUNITY	16
9.8	PERSONAL LIABILITY	17
9.9	INSURANCE	17
9.10	NONDISCRIMINATION	18
9.11	OSHA REQUIREMENTS	18
9.12	ANTITRUST	18
9.13	WAIVER	18
9.14	APPLICABLE STANDARD TERMS AND CONDITIONS	19
10.0	DISPUTES AND REMEDIES	19
10.1	PROBLEM RESOLUTION AND DISPUTES	19
10.2	ADMINISTRATIVE SUSPENSION	19
10.3	FORCE MAJEURE	20
10.4	ALTERNATIVE DISPUTE RESOLUTION FEES AND COSTS	20
10.5	NON-EXCLUSIVE REMEDIES	20
10.6	FEDERAL FUNDING	20
10.7	FEDERAL RESTRICTIONS ON LOBBYING	20
10.8	FEDERAL DEBARMENT AND SUSPENSION	21
11.0	CONTRACT TERMINATION	21
11.1	MATERIAL BREACH	21
11.2	OPPORTUNITY TO CURE	21
11.3	TERMINATION FOR CAUSE	22
11.4	TERMINATION FOR CONVENIENCE	22
11.5	TERMINATION FOR WITHDRAWAL OF AUTHORITY	22
11.6	TERMINATION FOR NON-ALLOCATION OF FUNDS	23
11.7	TERMINATION FOR CONFLICT OF INTEREST	23
11.8	TERMINATION BY MUTUAL AGREEMENT	23
11.9	TERMINATION PROCEDURE	23
12.0	CONTRACT EXECUTION	24
12.1	PARTIES	24
12.2	ENTIRE AGREEMENT	24
12.3	ORDER OF PRECEDENCE, INCORPORATED DOCUMENTS, CONFLICT AND CONFORMITY	24
12.4	LEGAL NOTICES	25
12.5	LIENS, CLAIMS AND ENCUMBRANCES	26
12.6	AUTHORITY TO BIND	26
12.7	COUNTERPARTS	26

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

APPENDIX A	STANDARD DEFINITIONS.....	28
APPENDIX B	NASPO VALUEPOINT MASTER AGREEMENT STANDARD T'S AND C'S.....	32
APPENDIX C	CONTRACTOR INFORMATION AND PROFILE	48
APPENDIX D	AWARD & DISCOUNT SHEET	49

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

1.0 OVERVIEW

1.1 CONTRACT SCOPE

The purpose of this contract is the purchase of vendor-provided equipment and services for Fire Trucks and Fire Apparatus. Contracts may be established with one or more vendors for each of these services and may be modified as necessary to add new technology or enhancements to existing equipment/service available from the contract vendor.

1.2 CONTRACT SCOPE AND MODIFICATIONS

The State of Mississippi (SOM) reserves the right to modify this Contract by mutual agreement between the SOM and the Contractor, so long as such modification is substantially within the scope of the original Contract. Such modifications will be evidenced by issuance of a written authorized amendment by the Contract Administrator.

1.3 RECITALS

The State of Mississippi (acting as the Lead State for the NASPO ValuePoint Cooperative Purchasing Program), acting by and through the Mississippi Department of Finance and Administration, issued a Request for Proposals (RFP) for the purpose of purchasing equipment and services for Fire Trucks and Fire Apparatus in accordance with its authority under 31-7-1, et seq., of Mississippi Code of 1972, as amended.

Ferrara Fire Apparatus, Inc. submitted a timely Response to the SOM's Solicitation (incorporated by reference).

The SOM evaluated all properly submitted Responses to the above-referenced RFP and has identified Ferrara, Inc. as one of the apparently successful Contractors.

The SOM has determined that entering into a Contract with Ferrara Fire Apparatus Fire Trucks, Inc. for the attached categories of Fire Trucks and Fire Apparatus will meet Purchaser's needs and will be in Purchaser's best interest.

NOW THEREFORE, SOM awards to Ferrara Fire Apparatus Fire Trucks, Inc. this Contract, the terms and conditions of which shall govern Contractor's furnishing to Purchasers the equipment and services identified herein. This Contract is not for personal use.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:

1.4 ESTIMATED USAGE

Based on past and/or projected future usage, it is estimated that purchases over the initial three (3) year term of the Contract may approximate \$45,000,000 for contract products and services. This estimate was provided solely for the purpose of assisting Bidders in preparing their Response. Orders will be placed by Purchasers (Participating Entities) only on an as needed basis.

The State of Mississippi/NASPO ValuePoint Cooperative Purchasing Organization does not represent or guarantee any minimum level of purchase.

1.5 CONTRACT TERM

The initial term of this contract is for approximately three (3) years from September 1, 2016, or the date of last signature whichever is later, through August 31, 2019 with the option to extend for two (2) additional one (1) year term(s) or portions thereof. Extension for each additional term shall be offered at the sole discretion of the SOM and are subject to written mutual agreement. The total contract term, including the initial term and all subsequent extensions, shall not exceed five (5) years

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

unless an emergency exists and/or special circumstances require a partial term extension. The SOM reserves the right to extend with all or some of the Contractors, solely determined by the SOM.

1.6 PURCHASERS/PARTICIPATING ENTITIES

Participating Entities

Potential Purchasers/Participating Entities include members of the NASPO ValuePoint Cooperative Purchasing Program and other authorized public entities. The NASPO ValuePoint Cooperative Purchasing Program is a cooperative group-contracting consortium for state government departments, institutions, institutions of higher education, agencies and political subdivisions (e.g., school districts, counties, cities, etc.) All 50 states, the District of Columbia, US Territories and other public entities may use NASPO ValuePoint contracts subject to the participation rules set forth in section 5, Participants and Scope, of the NASPO ValuePoint Master Agreement Terms and Conditions (attached).

In addition to the State of Mississippi, the following Participating Entities have signified their intent to participate in this contract: State of Hawaii, State of Alaska, State of Oklahoma, State of Nevada, State of Washington, and State of Colorado. An estimated anticipated annual spend amount was provided in the Request for Proposals document to assist vendors in preparing their proposals.

However, this Intent to Participate document is not binding. During the term of this Contract, states and public entities may use this contract by executing a Participating Addendum between themselves and the Contractor.

2.0 CONTRACT ADMINISTRATION

2.1 SOM CONTRACT ADMINISTRATOR

The SOM shall appoint a single point of contact that will be the Contract Administrator for this Contract and will provide oversight of the activities conducted hereunder. The Contract Administrator will be the principal contact for Contractor concerning business activities under this Contract. The SOM will notify Contractor, in writing, when there is a new Contract Administrator assigned to this Contract.

2.2 ADMINISTRATION OF CONTRACT

SOM will maintain Contract information and pricing and make it available on the DFA web site.

2.3 CONTRACTOR SUPERVISION AND COORDINATION

Contractor shall:

1. Competently and efficiently, supervise and coordinate the implementation and completion of all Contract requirements specified herein;
2. Identify the Contractor's Representative, who will be the principal point of contact for the SOM Contract Administrator concerning Contractor's performance under this Contract;
3. Immediately notify the Contract Administrator in writing of any change of the designated Contractor's Representative assigned to this Contract;
4. Agree that any violation of any provision of this paragraph may be considered a material breach establishing grounds for Contract termination; and
5. Be bound by all written communications given to or received from the Contractor's Representative.

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

2.4 POST AWARD CONFERENCE

The Contractor may be required to attend a post award conference scheduled by the Procurement Coordinator to discuss contract performance requirements. The time and place of this conference will be scheduled following contract award.

2.5 CONTRACT MANAGEMENT

Upon award of this Contract, the Contractor shall:

1. Review the impact of the award and take the necessary steps needed to ensure that contractual obligations will be fulfilled.
2. Promote and market the use of this Contract to all authorized contract Purchasers/Participating Entities.
3. Ensure that those who endeavor to utilize this Contract are authorized Purchasers/Participating Entities under the terms and conditions of this Contract.
4. At no additional charge, assist Purchasers/Participating Entities in the following manner to make the most cost effective, value based, purchases including, but not limited to:
 - a) Visiting the Purchaser/Participating Entities site and providing them with materials/supplies/equipment recommendations.
 - b) Providing Purchasers/Participating Entities with a detailed list of contract products and services including current contract pricing.
5. Designate a customer service representative who will be responsible for addressing Purchaser/Participating Entities issues including, but not limited to:
 - a) Logging requests for service, ensuring equipment repairs are completed in a timely manner, dispatching service technicians, and processing warranty claim documentation.
 - b) Providing Purchasers/Participating Entities with regular and timely status updates in the event of an order or repair fulfillment delay.
6. Act as the lead and liaison between the Contractor and Purchaser/Participating Entities in resolving warranty claims for Contract items purchased.

2.6 CHANGES

Alterations to any of the terms, conditions, or requirements of this Contract shall only be effective upon written issuance of a mutually agreed Contract Amendment by the Contract Administrator. However, changes to point of contact information may be updated without the issuance of a mutually agreed Contract Amendment.

2.7 CONTRACT ADMINISTRATION FEE

The Contract(s) will be subject to a NASPO ValuePoint Administration Fee. Bidder(s) will include this fee in its bid pricing and not as a separate line item to Purchasers/Participating Entities. The Contractor(s) will collect the fees and distribute the fees to NASPO ValuePoint as prescribed in section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions (attached).

The NASPO ValuePoint Administrative fee shall be paid within sixty (60) days after the end of the calendar quarter. It is the Contractor's responsibility to calculate and remit the Administrative Fee since NASPO ValuePoint does not issue an invoice for this fee. Contractor shall indicate the Contract Number 8200025803 and include with the remittance, a quarterly sales report by NASPO ValuePoint contract participant.

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

The administrative fee shall be paid to:

NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION
POST OFFICE BOX 711
LEXINGTON, KY 40588

In addition to the NASPO ValuePoint Administration Fee as stated above, some Participating Entities may also require an administrative fee, and it will be incorporated into the Participating Entity's Participating Addendum As prescribed by section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions (attached).

2.8 MISSISSIPPI'S STATEWIDE VENDOR PAYMENT REGISTRATION

Contractors are required to be registered in the Statewide Vendor Payment system, prior to submitting a request for payment from Purchasers located within the State of Mississippi under this Contract. Purchasers who are Mississippi state agencies require registration to be completed prior to payment.

2.9 SALES & SUBCONTRACTOR REPORTS

The Contractor shall provide a Sales and Subcontractor Report to the DFA Office of Purchasing, Travel and Fleet Management on a quarterly basis in an electronic format. Reports to NASPO ValuePoint are identified in section 7 of the NASPO ValuePoint Master Agreement Terms and Conditions (attached).

Reports must be submitted electronically within thirty (30) days after the end of the calendar quarter, i.e., no later than April 30th, July 31st, October 31st and January 31st.

2.10 MISSISSIPPI'S ELECTRONIC BUSINESS SOLUTION (MAGIC)

Contractor shall be registered in the Contractor registration system, MAGIC, <http://www.dfa.ms.gov/dfa-offices/mrms/mississippi-suppliers-vendors/supplier-self-service/>. Contractors already registered need not re-register. It is the sole responsibility of Contractor to properly register with MAGIC and maintain an accurate Contractor profile in MAGIC.

3.0 PRICING

3.1 PRICE PROTECTION

Contractor warrants that prices of materials, supplies, services, and/or equipment set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same under similar conditions and in like or similar quantities.

3.2 NO ADDITIONAL CHARGES

Unless otherwise specified herein, no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, containers, reels; or the processing fees associated with the use of credit cards. Notwithstanding the foregoing, in the event that market conditions, laws, regulations or other unforeseen factors dictate, at the Contract Administrator's sole discretion, additional charges may be allowed.

3.3 VOLUME/PROMOTIONAL DISCOUNTS

Contract prices are the maximum or ceiling price Contractor can charge. The Contractor may also offer volume and/or promotional price discounts to Purchasers/Participating Entities.

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

3.4 NEW PRODUCTS/SERVICES

A Contractor may propose a revision to its contract offerings to reflect technical product upgrades or other changed products and/or services appropriate to the scope of the Contract. These proposed new products/services with associated pricing may be provided to the SOM Contract Administrator for approval. Contract Administrator has the sole discretion to accept or reject such product/service offerings and pricing. New or changed products/services proposed by Contractor must meet the requirements established in the original solicitation document or subsequent revisions. If approved by SOM, the new products/services will be added to the Contract by written amendment.

3.5 PRICE ADJUSTMENTS

At least one hundred twenty (120) calendar days before the end of the current term of this Contract and subsequent extension periods, Contractor may propose purchase price rate increases by written notice to the SOM's Contract Administrator. Price adjustments may be taken into consideration by the SOM's Contract Administrator when determining whether to extend this Contract. Price increases will not be considered without supporting documentation sufficient to justify the requested increase. Contractor shall provide a detailed breakdown of their costs upon request.

Contractors shall not make contract extensions contingent on price adjustments.

Documentation must be based on published indices, such as the Producer Price Index and/or the result of increases at the manufacturer's level, incurred after contract commencement date. The grant of any price adjustment will be at the sole discretion of the SOM and, if granted, shall not produce a higher profit margin for the Contractor than that established by the original contract pricing. The Contractor shall be notified in writing by the Contract Administrator of any price adjustment granted by the SOM, and such price adjustment shall be set forth in a written amendment to the contract.

4.0 CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

4.1 ESTABLISHED BUSINESS

Prior to commencing performance, or prior to that time if required by the SOM, law or regulation, Contractor must be an established business firm with all required licenses, fees, bonding, facilities, equipment and trained personnel necessary to meet all requirements and perform the work as specified in the Solicitation. Contractor shall maintain compliance with these requirements throughout the life of this contract.

The SOM reserves the right to require receipt of proof of compliance with said requirements within ten (10) calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.

4.2 USE OF SUBCONTRACTORS

In accordance with RFP requirements, Contractor agrees to take complete responsibility for all actions of its Subcontractors.

Prior to performance, Contractor shall identify all subcontractors who will perform services in fulfillment of contract requirements, including their name, the nature of services to be performed, address, telephone, facsimile, email, federal tax identification number (TIN), and anticipated dollar value of each subcontract:

The SOM reserves the right to approve or reject any and all Subcontractors that are identified by the Contractor. Any Subcontractors not listed in the Bidder's Response, who are engaged by the Contractor, must be pre-approved, in writing, by the SOM.

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

4.3 SUBCONTRACTS AND ASSIGNMENT

Contractor shall not Subcontract, assign, or otherwise transfer its obligations under this Contract without the prior written consent of the Contract Administrator. Contractor shall provide a minimum of thirty (30) calendar days advance notification of intent to Subcontract, assign, or otherwise transfer its obligations under this Contract. Violation of this condition may be considered a material breach establishing grounds for Contract termination. The Contractor shall be responsible to ensure that all requirements of the Contract shall flow down to any and all Subcontractors. In no event shall the existence of a Subcontract operate to release or reduce the liability of Contractor to the State for any breach in the performance of the Contractor's duties.

4.4 CONTRACTOR AUTHORITY AND INFRINGEMENT

Contractor is authorized to sell under this Contract, only those materials, supplies, services and/or equipment as stated herein and allowed for by the provisions of this Contract. Contractor shall not represent to any Purchasers that they have the contract authority to sell any other materials, supplies, services and/or equipment. Further, Contractor may not intentionally infringe on other established Mississippi State Contracts.

4.5 MATERIALS AND WORKMANSHIP

The Contractor shall be required to furnish all materials, supplies, equipment and/or services necessary to perform Contractual requirements. Materials, supplies and workmanship used in the construction of equipment for this Contract shall conform to all applicable federal, state, and local codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials, supplies and equipment shall be manufactured in accordance with the best commercial practices and standards for this type of materials, supplies, and equipment.

5.0 DELIVERY REQUIREMENTS

5.1 ORDER FULFILLMENT REQUIREMENTS

Authorized Purchasers/Participating Entities may place orders against this Contract either in person, electronically, facsimile or by phone. Once an order is issued, the following shall apply:

1. For purposes of price verification and auditing, upon receipt of a purchase order the Contractor shall send the Purchaser an order confirmation notification that identifies applicable Contract prices to be applied to the order.
2. Upon the request of the Purchaser, the Contractor shall supply Purchaser documentation needed to verify Contract pricing compliance.
3. Product damaged prior to acceptance will either be replaced or repaired in an expedited manner at Contractor's expense. Alternatively, at the Purchaser's option, any possible damage to the product can be noted on the receiving report and the cost deducted from final payment.

The Contractor is responsible to verify delivery conditions/requirements with the Purchaser prior to the delivery.

5.2 EQUIPMENT DEMONSTRATION

During the term of the contract the Contractor may be requested by a Purchaser/Participating Entity to provide an on-site demonstration of the equipment and services available through this contract. Such demonstration(s) shall be provided at no additional cost to the Purchaser/Participating Entity at a mutually agreed upon date and location.

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

5.3 SHIPPING AND RISK OF LOSS

Contractor shall ship all Products purchased pursuant to this Contract, freight prepaid, FOB Purchaser's specified destination. The method of shipment shall be consistent with the nature of the Products and hazards of transportation. Regardless of FOB point, Contractor agrees to bear all risks of loss, damage, or destruction of the Products ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence; and such loss, damage, or destruction shall not release Contractor from any obligation hereunder. After delivery, the risk of loss or damage shall be borne by Purchaser, except loss or damage attributable to Contractor's fault or negligence.

5.4 DELIVERY

The Contractor shall provide the following delivery options as specified below to all purchasing entities. The purchasing entity shall be permitted to select the most cost effective delivery options best meeting their needs.

"We Pay Freight" - this option includes, but not limited to, the following; no additional handling fees, other charges shall be permitted. Purchasing entity shall make arrangements to have its designated representatives' pick-up the unit.

FOB Destination, Freight Prepaid and Added to the invoice – the Contractor must ship FOB destination, Freight Prepaid and may add only the freight charges incurred to the invoice. No other charges shall be included in the freight charge.

FOB Destination, Freight Prepaid – the Contractor shall make freight arrangements and deliver to any destination within the United States. Freight shall be included in the price per unit for the final destination.

The tax rules with respect to other Participating Entities may vary and are expected to be addressed in the Participating Addenda.

5.5 SITE SECURITY

While on Purchaser's/Participating Entity's premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations.

5.6 INSPECTION AND REJECTION

The Purchaser's/Participating Entity's inspection of all materials, supplies and equipment upon delivery is for the purpose of forming a judgment as to whether such delivered items are what was ordered, were properly delivered and ready for Acceptance. Such inspection shall not be construed as final acceptance, or as acceptance of the materials, supplies or equipment, if the materials, supplies or equipment does not conform to contractual requirements. If there are any apparent defects in the materials, supplies, or equipment at the time of delivery, the Purchaser will promptly notify the Contractor. Without limiting any other rights, the Purchaser may require the Contractor to: (1) repair or replace, at Contractor's expense, any or all of the damaged goods; (2) refund the price of any or all of the damaged goods; or (3) accept the return of any or all of the damaged goods.

5.7 TREATMENT OF ASSETS

1. Title to all property furnished by the Purchaser/Participating Entity shall remain with the Purchaser/Participating Entity, as appropriate. Title to all property furnished by the Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

contract, shall pass to and vest in the Purchaser upon delivery of such property by the Contractor and acceptance by the Purchaser. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in the Purchaser upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Purchaser in whole or in part, whichever first occurs.

2. Any property of the Purchaser furnished to the Contractor shall, unless otherwise provided herein or approved by the Purchaser, be used only for the performance of this Contract.
3. The Contractor shall be responsible for damages as a result of any loss or damage to property of the Purchaser which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances.
4. If any Purchaser property is lost, destroyed, or damaged, the Contractor shall immediately notify the Purchaser and shall take all reasonable steps to protect the property from further damage.
5. The Contractor shall surrender to the Purchaser all property of the Purchaser prior to settlement upon completion, termination, or cancellation of this contract.
6. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

6.0 PAYMENT

6.1 ADVANCE PAYMENT PROHIBITED

No advance payment shall be made for the Products and Services furnished by Contractor pursuant to this Contract.

6.2 IDENTIFICATION

All invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number and the applicable Purchaser's/Participating Entity's order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

6.3 PAYMENT, INVOICING AND DISCOUNTS

Payment is the sole responsibility of, and will be made by, the Purchaser/Participating Entity.

Contractor shall provide a properly completed invoice to Purchaser/Participating Entity. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice shall be identified by the associated NASPO ValuePoint Contract Number; the Purchaser's/Participating Entity's contract/purchase order number (as applicable), and shall be in U.S. dollars. Invoices shall be prominently annotated by the Contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the Solicitation. Hard copy credit memos are to be issued when the State has been overcharged.

Invoices for payment will accurately reflect all discounts due the Purchaser/Participating Entity. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of Contractor has been accepted by the Purchaser/Participating Entity. If an adjustment in payment is necessary due to damage or dispute,

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

any prompt payment discount period shall commence on the date final approval for payment is authorized.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by Purchaser/Participating Entity and be redeemable in U.S. dollars. Unless otherwise specified, the Purchaser's/Participating Entity's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the Contractor.

6.4 TAXES, FEES AND LICENSES

Taxes:

Where required by statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. No charge by the Contractor shall be made for federal excise taxes and the Purchaser/Participating Entity agrees to furnish Contractor with an exemption certificate where appropriate.

Fees/Licenses:

After award of Contract, and prior to commencing performance under the Contract, the Contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Contract performance. It is the Contractor's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

6.5 OVERPAYMENTS TO CONTRACTOR

Contractor shall refund to Purchaser/Participating Entity the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' written notice. If Contractor fails to make timely refund, Purchaser may charge Contractor one percent (1.5%) per month on the amount due, until paid in full.

6.6 AUDITS

The SOM Contract Administrator and/or the Purchaser/Participating Entity reserves the right to audit, or have a designated third party audit, applicable records to ensure that the Purchaser/Participating Entity has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing may be considered complete cause for contract termination.

7.0 QUALITY ASSURANCE

7.1 RIGHT OF INSPECTION

Contractor shall provide right of access to its facilities to SOM, or any of SOM's officers, or to any other authorized agent or official of the State of Mississippi or other Participating Entity, or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

7.2 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment by Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor in its

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

Response to the RFP or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Response or used to effect the sale to Purchaser.

7.3 PRODUCT WARRANTY

Warranty(ies): Unless otherwise specified, full parts and labor warranty period shall be for a minimum period of one (1) year after receipt of materials or equipment by the Purchaser. All materials or equipment provided shall be new and unused of the latest model or design and of recent manufacture.

In the event of conflict between Contract terms and conditions and Contractor's submitted warranty, the Contract terms and conditions shall prevail; except, to afford the Purchaser/Participating Entity maximum benefits, the SOM may avail itself of the Contractor's warranty if deemed more beneficial to the Purchaser/Participating Entity.

7.4 WARRANTIES

Contractor warrants that all materials, supplies, services and/or equipment provided under this Contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any materials, supplies, service and/or equipment, and inspection incidental thereto, by the Purchaser shall not alter or affect the obligations of the Contractor or the rights of the Purchaser.

The Contractor warrants for a period of one year(s) from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

7.5 COST OF REMEDY

Cost of Remedying Defects: All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the Contractor.

7.6 TRAINING

Customer training shall be as specified in the RFP.

8.0 INFORMATION AND COMMUNICATIONS

8.1 ADVERTISING

Contractor shall not publish or use any information concerning this Contract in any format or media for advertising or publicity without prior written consent from the SOM Contract Administrator.

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

8.2 RETENTION OF RECORDS

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of seven (7) years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by the SOM, personnel duly authorized by the SOM, personnel duly authorized by the Purchaser, the Mississippi State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the seven (7) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

8.3 PROPRIETARY OR CONFIDENTIAL INFORMATION

The SOM shall maintain the confidentiality of Contractor's information marked confidential or proprietary. If a request is made to view Contractor's proprietary information, the SOM will notify Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, the SOM will release the requested information on the date specified.

The SOM's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Contractor of any request(s) for disclosure for so long as the SOM retains Contractor's information in the SOM records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are exempt from disclosure.

8.4 NON-ENDORSEMENT AND PUBLICITY

Neither the SOM nor the Purchasers/Participating Entities are endorsing the Contractor's Products or Services, nor suggesting that they are the best or only solution to their needs. Contractor agrees to make no reference to the State of Mississippi or Purchaser/Participating Entity in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of the SOM and/or the impacted Participating Entity.

9.0 GENERAL PROVISIONS

9.1 GOVERNING LAW/VENUE

This Contract shall be construed and interpreted in accordance with the laws of the State of Mississippi, and the venue of any action brought hereunder shall be in the Circuit Court of Hinds County, First Judicial District. Governing law and venue for participating entities outside the State of Mississippi are prescribed in section 35 of the NASPO ValuePoint Master Agreement Terms and Conditions (attached).

9.2 SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

9.3 SURVIVORSHIP

All transactions executed for Products and Services provided pursuant to the authority of this Contract shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections titled Overpayments to Contractor; Contractor's Commitments, Warranties and Representations; Protection of Confidential and Personal Information; Order of Precedence, Incorporated Documents, Conflict and Conformity; Non-Endorsement and Publicity; Retention of Records; Proprietary or Confidential Information; Disputes and Remedies; and Limitation of Liability shall survive the termination of this Contract.

9.4 INDEPENDENT STATUS OF CONTRACTOR

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee.

9.5 GIFTS AND GRATUITIES

Contractor shall comply with all state laws regarding gifts and gratuities, under which it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business or contract activities.

9.6 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate DFA, the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor's and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

9.7 NO WAIVER OF SOVEREIGN IMMUNITY

In no event shall this Master Agreement, any Participating Addendum or any contract or any purchase order issued thereunder, or any act of a Lead State or a Participating Entity, be a waiver by the Participating Entity of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

9.8 PERSONAL LIABILITY

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Mississippi, when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

9.9 INSURANCE

General Requirements:

Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the Contract. Upon request, Contractor shall furnish evidence in the form of a certificate of insurance satisfactory to the State of Mississippi that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, will result in Contract cancellation.

Contractor shall include all Subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each Subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

Specific Requirements:

Employers Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The State of Mississippi will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this Contract.

Commercial General Liability Insurance: The Contractor shall at all times during the term of this Contract, carry and maintain commercial general liability insurance for bodily injury and property damage arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the Contractor's premises/operations, products/completed operations, personal injury and advertising injury, and contractual liability, and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the State of Mississippi for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

General Aggregate Limits (other than products-completed operations) \$2,000,000

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury Aggregate	\$1,000,000
Each Occurrence (applies to all of the above)	\$1,000,000
Fire Damage Limit (per occurrence)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000

Excess Coverage:

The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

Limit Adjustments:

The State reserves the right to increase or decrease limits as appropriate.

9.10 NONDISCRIMINATION

During the performance of this Contract, the Contractor shall comply with all applicable federal and state nondiscrimination laws, regulations and policies, including, but not limited to, Title VII of the Civil Rights Act, 42 U.S.C. section 12101 et. seq.; and the Americans with Disabilities Act (ADA).

9.11 OSHA REQUIREMENTS

Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Administration (OSHA) and the standards and regulations issued there under, and certifies that all items furnished and purchased will conform to and comply with said laws, standards and regulations. Contractor further agrees to indemnify and hold harmless the State of Mississippi and Purchaser from all damages assessed against Purchaser as a result of Contractor's failure to comply with those laws, standards and regulations, and for the failure of the items furnished under the Contract to so comply.

9.12 ANTITRUST

The State maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Purchaser. Therefore, the Contractor hereby assigns to the State of Mississippi any and all of the Contractor's claims for such price fixing or overcharges which arise under federal or state antitrust laws, relating to the materials, supplies, services and/or equipment purchased under this Contract in the State of Mississippi. Antitrust rights assignment in connection with purchases outside the State of Mississippi is prescribed in section 26 of the NASPO ValuePoint Master Agreement Terms and Conditions (attached).

9.13 WAIVER

Failure or delay of the State of Mississippi or Purchaser to insist upon the strict performance of any term or condition of the Contract or to exercise any right or remedy provided in the Contract or by law; or the State of Mississippi's or Purchaser's acceptance of or payment for materials, supplies, services and/or equipment, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the State of Mississippi or Purchaser to insist upon the strict performance of the entire agreement by the Contractor. In the event of any claim for breach of Contract against the Contractor, no provision of this Contract shall be construed, expressly or by implication, as a waiver by the State of Mississippi or Purchaser of any existing or future right and/or remedy available by law.

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

9.14 APPLICABLE STANDARD TERMS AND CONDITIONS

Appendix B titled: *NASPO ValuePoint Master Agreement Standard Terms and Conditions*, shall supplement the terms and conditions appearing elsewhere within this contract.

10.0 DISPUTES AND REMEDIES

10.1 PROBLEM RESOLUTION AND DISPUTES

Problems arising out of the performance of this Contract shall be resolved in a timely manner at the lowest possible level with authority to resolve such problem. If a problem persists and cannot be resolved, it may be escalated within each organization.

In the event a bona fide dispute concerning a question of fact arises between the State of Mississippi or the Purchaser and Contractor and it cannot be resolved between the parties through the normal escalation processes, either party may initiate the dispute resolution procedure provided herein.

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days. The initiating party shall have three (3) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.

If the dispute cannot be resolved after three (3) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next three (3) Business Days.

The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible.

Unless irreparable harm will result, neither party shall commence litigation against the other before the Dispute Resolution Panel has issued its decision on the matter in dispute.

The State of Mississippi, the Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by Purchaser for materials, supplies, services and/or equipment being provided by Contractor, Contractor shall continue providing materials, supplies, services and/or equipment pending resolution of the dispute provided Purchaser pays Contractor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.

10.2 ADMINISTRATIVE SUSPENSION

When it is in the best interest of the State, the State of Mississippi may at any time, and without cause, suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days per event by written notice from the Contract Administrator to the Contractor's Representative. Contractor shall resume performance on the next business day following the 30th day of suspension

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

unless an earlier resumption date is specified in the notice of suspension. If no resumption date was specified in the notice of suspension, the Contractor can be demanded and required to resume performance within the 30 day suspension period by the Contract Administrator providing the Contractor's Representative with written notice of such demand.

10.3 FORCE MAJEURE

The term "force majeure" means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Exceptions: Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure.

Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by Contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.

Rights Reserved: The State of Mississippi and/or Purchaser reserves the right to authorize an amendment to this Contract, terminate the Contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the Purchaser or Participating Entity.

10.4 ALTERNATIVE DISPUTE RESOLUTION FEES AND COSTS

In the event that the parties engage in mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

10.5 NON-EXCLUSIVE REMEDIES

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

10.6 FEDERAL FUNDING

In the event that a federally funded acquisition results from this procurement, the Contractor may be required to provide additional information (free of charge) at the request of the State of Mississippi or Purchaser. Further, the Contractor may be subject to those federal requirements specific to the commodity.

10.7 FEDERAL RESTRICTIONS ON LOBBYING

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension,

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

10.8 FEDERAL DEBARMENT AND SUSPENSION

The Contractor certifies, that neither it nor its "principals" (as defined in 49 CFR. 29.105 (p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

11.0 CONTRACT TERMINATION

11.1 MATERIAL BREACH

A Contractor may be terminated for Cause by the State of Mississippi, at the sole discretion of the Contract Administrator, for failing to perform a contractual requirement or for a material breach of any term or condition. Material breach of a term or condition of the Contract may include but is not limited to:

1. Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Contract;
2. Contractor failure to carry out any warranty or failure to perform or comply with any mandatory provision of the contract;
3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
4. Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor's proper performance hereunder;
5. Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor's property and such appointment endangers the Contractor's proper performance hereunder;
6. A determination that the Contractor is in violation of federal, state, or local laws or regulations and that such determination renders the Contractor unable to perform any aspect of the Contract.

11.2 OPPORTUNITY TO CURE

In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the State of Mississippi may issue a written cure notice. The Contractor may have a period of time in which to cure. The State of Mississippi is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely within the discretion of the State of Mississippi. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages, or otherwise affect any other remedies available against Contractor under the Contract or by law.

If the breach remains after Contractor has been provided the opportunity to cure, the State of Mississippi may do any one or more of the following:

1. Exercise any remedy provided by law;
2. Terminate this Contract and any related Contracts or portions thereof;
3. Procure replacements and impose damages as set forth elsewhere in this Contract;
4. Impose actual or liquidated damages;

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

5. Suspend or bar Contractor from receiving future Solicitations or other opportunities;
6. Require Contractor to reimburse the State for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Contract.

11.3 TERMINATION FOR CAUSE

In the event the Contract Administrator, in its sole discretion, determines that the Contractor has failed to comply with the conditions of this Contract in a timely manner or is in material breach, the Contract Administrator has the right to suspend or terminate this Contract, in part or in whole. The Contract Administrator shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Contract Administrator, or if such corrective action is deemed by the Contract Administrator to be insufficient, the Contract may be terminated. The Contract Administrator reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by the Contract Administrator to terminate the Contract.

In the event of termination, the State of Mississippi shall have the right to procure for all Purchasers any replacement materials, supplies, services and/or equipment that are the subject of this Contract on the open market. In addition, the Contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

If it is determined that: (1) the Contractor was not in material breach; or (2) failure to perform was outside of Contractor's or its Subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience". The rights and remedies of the State of Mississippi and/or the Purchaser provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

11.4 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, the State of Mississippi, at the sole discretion of the Contract Administrator, may terminate this Contract, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Contractor. If this Contract is so terminated, Purchasers shall be liable only for payment required under this Contract for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the Purchaser prior to the effective date of Contract termination. Neither the State of Mississippi nor the Purchaser shall have any other obligation whatsoever to the Contractor for such termination. This Termination for Convenience clause may be invoked by the State of Mississippi when it is in the best interest of the State of Mississippi and/or NASPO ValuePoint.

11.5 TERMINATION FOR WITHDRAWAL OF AUTHORITY

In the event that the State of Mississippi and/or Purchaser's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, the State of Mississippi may terminate this Contract, in whole or in part, by thirty (30) calendar days written notice to Contractor.

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

11.6 TERMINATION FOR NON-ALLOCATION OF FUNDS

It is expressly understood and agreed that the obligation of the State to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the State, the State shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Agreement without damage, penalty, cost or expenses to the State of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

11.7 TERMINATION FOR CONFLICT OF INTEREST

The State of Mississippi may terminate this Contract by written notice to Contractor if it is determined, after due notice and examination, that any party to this Contract has violated any laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, the State of Mississippi and /or Purchaser shall be entitled to pursue the same remedies against Contractor as it could pursue in the event that the Contractor breaches this Contract.

11.8 TERMINATION BY MUTUAL AGREEMENT

The State of Mississippi and the Contractor may terminate this Contract in whole or in part, at any time, by mutual agreement.

11.9 TERMINATION PROCEDURE

In addition to the procedures set forth below, if the State of Mississippi terminates this Contract, Contractor shall follow any procedures the Contract Administrator specifies in the termination notice.

Upon termination of this Contract and in addition to any other rights provided in this Contract, Contract Administrator may require the Contractor to deliver to the Purchaser any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Purchaser shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service(s) accepted by the Purchaser, and the amount agreed upon by the Contractor and the Purchaser for (i) completed materials, supplies, services rendered and/or equipment for which no separate price is stated, (ii) partially completed materials, supplies, services rendered and/or equipment, (iii) other materials, supplies, services rendered and/or equipment which are accepted by the Purchaser, and (iv) the protection and preservation of property, unless the termination is for cause, in which case the State of Mississippi and the Purchaser shall determine the extent of the liability of the Purchaser. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Purchaser may withhold from any amounts due the Contractor such sum as the Contract Administrator and Purchaser determine to be necessary to protect the Purchaser against potential loss or liability.

The rights and remedies of the State of Mississippi and/or the Purchaser provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

After receipt of a termination notice, and except as otherwise expressly directed in writing by the Contract Administrator, the Contractor shall:

1. Stop all work, order fulfillment, shipments, and deliveries under the Contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to the Contract except as is necessary to complete or fulfill such portion of the Contract that is not terminated;
3. Complete or fulfill such portion of the Contract that is not terminated in compliance with all contractual requirements;
4. Assign to the Purchaser, in the manner, at the times, and to the extent directed by the Contract Administrator on behalf of the Purchaser, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Purchaser has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator and/or the Purchaser to the extent Contract Administrator and/or the Purchaser may require, which approval or ratification shall be final for all the purposes of this clause;
6. Transfer title to the Purchaser and deliver in the manner, at the times, and to the extent directed by the Contract Administrator on behalf of the Purchaser any property which, if the Contract had been completed, would have been required to be furnished to the Purchaser;
7. Take such action as may be necessary, or as the Contract Administrator and/or the Purchaser may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the State of Mississippi and/or the Purchaser has or may acquire an interest.

12.0 CONTRACT EXECUTION

12.1 PARTIES

This Contract ("Contract") is entered into by and between the State of Mississippi, acting by and through the Department of Finance and Administration, an agency of the State of Mississippi located at 501 North West Street Suite 701-A, Jackson, Mississippi 39201, and Ferrara Fire Apparatus Fire Trucks, Inc. a corporation licensed to conduct business in the state of Mississippi ("Contractor"), located at 2342 Hwy 49N, Seminary, MS 39479 for the purpose of providing products and services for Fire Trucks and Fire Apparatus.

12.2 ENTIRE AGREEMENT

This Contract document and all subsequently issued amendments comprise the entire agreement between the State of Mississippi and the Contractor. No other statements or representations, written or oral, shall be deemed a part of the Contract.

12.3 ORDER OF PRECEDENCE, INCORPORATED DOCUMENTS, CONFLICT AND CONFORMITY

Incorporated Documents:

Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

1. The State of Mississippi's Solicitation document #3120000620 with all attachments and exhibits, and all amendments thereto;
2. Contractor's response to the Solicitation #3120000620;
3. A Participating Entity's Participating Addendum ("PA");
4. The terms and conditions contained on Purchaser's Order Documents, if used; and
5. All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to affect the sale of the Product and /or Service to the Purchaser.

Order of Precedence:

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal statutes and regulations.
2. A Participating Entity's Participating Addendum ("PA").
3. Mutually agreed written amendments to this Contract.
4. This Contract Number 8200025803.
5. The Statement of Work or Work Order.
6. The State of Mississippi's Solicitation document with all attachments and exhibits, and all amendments thereto.
7. Contractor's response to the Solicitation.
8. Any other provision, term, or materials incorporated into the Contract by reference.

Conflict: To the extent possible, the terms of this Contract shall be read consistently.

Conformity: If any provision of this Contract violates any Federal or State of Mississippi statute or rule of law, it is considered modified to conform to that statute or rule of law.

12.4 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law (except notice of malfunctioning Equipment) shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, (postage prepaid), via facsimile or by electronic mail, to the parties at the addresses, fax numbers, or e-mail addresses provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a "writing," such communication, when digitally transmitted, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

To Contractor at: Ferrara Fire Apparatus, Inc.	To State of Mississippi at: State of Mississippi Department of Finance and Administration Office of Purchasing, Travel and Fleet Management
Attn: Eric Adams	Attn: Contract Administrator

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

27855 James Chapel Rd Holden, LA 70744	Mail: Street: 501 North West Street Suite 701-A Jackson, MS 39201
Phone: (800) 443-9006	Phone: (601) 359-5171
Fax: 225-567-7679	Fax: (601) 576-2740
E-mail: cferrara@ferrarafire.com	E-mail: billy.beard@dfa.ms.gov

Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Equipment or Services provided pursuant to this Contract is served upon Contractor or State of Mississippi, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and the State of Mississippi further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

12.5 LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment, supplies and/or services shall be free of all liens, claims, or encumbrances of any kind, and if the State of Mississippi or the Purchaser requests, a formal release of same shall be delivered to the respective requestor.

12.6 AUTHORITY TO BIND

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

12.7 COUNTERPARTS

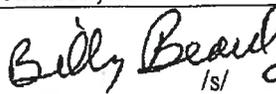
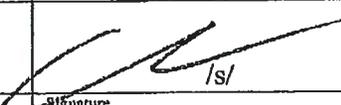
This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes.

SIGNATURES

In Witness Whereof, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

This Contract is effective September 1, 2016 or the date of last signature whichever is later.

This is a Partial award for: Solicitation # 3120000620

Approved (Lead State)	Approved
State of Mississippi Department of Finance and Administration Office of Purchasing, Travel & Fleet Management 501 North West Street, Suite 701-A Jackson, MS 39201	Ferrara Fire Apparatus, Inc. 27855 James Chapel Rd. Holden, LA 70744
 /s/ 9-23-16	 /s/ August 31, 2016
Signature Date	Signature Date

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

Billy Beard, CMPA	Chris Ferrara
Print or Type Name	Print or Type Name
Title Contract Administrator	Title President/CEO
<i>Billy Beard</i> 9-23-16 Signature Date	
Print or Type Name	
Title	
<i>Aubrey Leigh Goodwin</i> 9/23/16 Signature Date	
Aubrey Leigh Goodwin, CMPA, Esq.	
Print or Type Name	
Title Chief Procurement Officer	

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

APPENDIX A STANDARD DEFINITIONS

This section contains definitions of terms commonly used in Solicitations conducted by the State of Mississippi. Section 2 of the NASPO ValuePoint Master Agreement Terms and Conditions has additional definitions applicable to Orders place under the cooperative program.

Agency	"Agency" means any state board, commission, committee, council, university, department or unit thereof created by the Constitution or statutes if such board, commission, committee, council, university, department, unit or the head thereof is authorized to appoint subordinate staff by the Constitution or statute, except a legislative or judicial board, commission, committee, council, department or unit thereof; except a charter school authorized by the Mississippi Charter School Authorizer Board; and except the Mississippi State Port Authority.
Authorized Purchaser	"Authorized Purchaser" means an individual authorized by a Participating Entity to place orders against this contract.
Award	"Award" means the final execution of the contract document.
Business Hours	"Business Hours" means 8:00 AM thru 5:00 PM. CST
Close of Business	"Close of Business" means 5:00 PM. CST
Trade Secrets and Confidential Commercial or Financial Information	"Trade Secrets and Confidential Commercial or Financial Information" means records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction under this chapter until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential
Contract	"Contract" means all types of Mississippi agreements, regardless of what they may be called, for the procurement or disposal of commodities, equipment, services, or construction.
Contractor	"Contractor" means any person having a contract with a governmental body.

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

Determination	“ Determination ” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
Evaluation Committee	“ Evaluation Committee ” means a body appointed to perform the evaluation of Offeror’s proposals.
Evaluation Committee Report	“ Evaluation Committee Report ” means a report prepared by the State of Mississippi Contract Administrator and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.
Finalist	“ Finalist ” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
State of Mississippi	“ State of Mississippi ” means the State of Mississippi conducting this cooperative procurement, evaluation, and award.
Mandatory	“ Mandatory ” – the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.
Master Agreement	“ Master Agreement ” means the underlying agreement executed by and between the State of Mississippi, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.
Minor Technical Irregularities	“ Minor Technical Irregularities ” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.
Multiple Source Award	“ Multiple Source Award ” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.
NASPO ValuePoint	“ NASPO ValuePoint ” means the cooperative purchasing program of the National Association of State Procurement Officials (NASPO).
Offeror	“ Offeror ” means the company or firm who submits a proposal in response to this Request for Proposal.

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

Other Supporting Materials	“ Other Supporting Materials ” means materials Offerors include to enhance their proposal.
Participating Entity	“ Participating Entity ” means a state, or other legal Entity, properly authorized to enter into a Participating Addendum.
Price Agreement	“ Price Agreement ” means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services, or construction to a procuring agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
Prime Contractor	“ Prime Contractor ” means the entity submitting the response to this RFP
Agency Procurement Officer	“ Agency Procurement Officer ” means any person duly authorized to enter into and administer contracts and make written determinations with respect thereto. The term also includes an authorized representative acting within the limits of authority.
Purchasing Agency	“ Purchasing Agency ” means any governmental body other than the Office of Purchasing, Travel and Fleet Management which is authorized by regulations, or by way of delegation from the Chief Procurement Officer, to enter into contracts.
Proposal	“ Proposal ” means the official written response submitted by an Offeror in response to this Request for Proposal.
Request for Proposals or RFP	“ Request for Proposals ” or “ RFP ” means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.
Responsible Offeror	“ Responsible Offeror ” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
Responsive Offer	“ Responsive Offer ” means an offer that conforms in all material respects to the requirements set forth in the Request for Proposals. Material respects of a Request for Proposals include, but are not limited to price, quality, quantity, or delivery requirements.

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

<p>Sealed</p>	<p>"Sealed" in terms of a non-electronic submission means, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the State of Mississippi Contract Administrator. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the State of Mississippi Contract Administrator in such cases. The sealed proposal will be used for the public file.</p>
<p>Staff</p>	<p>"Staff" means any individual who is a full-time, part-time, or an independently contracted employee with the Offeror's company.</p>
<p>Statement of Concurrence</p>	<p>"Statement of Concurrence" means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. "We concur", "Understands and Complies", "Comply", "Will Comply if Applicable" etc.).</p>
<p>Written</p>	<p>"Written" means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.</p>



Appendix B

NASPO ValuePoint Master Agreement Terms and Conditions

1. MASTER AGREEMENT ORDER OF PRECEDENCE

- a. Any Order placed under this Master Agreement shall consist of the documents set forth in section 12.3 of the body of the Contract, with the order of precedence as specified therein.
- b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. DEFINITIONS

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended. Also referred to as "Contract" in the main body of this Master Agreement.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to participate through execution of a Participating Addendum.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase. Also referred to as "Purchaser" in the body of the Master Agreement.

NASPO ValuePoint Program Provisions

3. TERM OF THE MASTER AGREEMENT

a. The initial term of this Master Agreement is for three (3) years. This Master Agreement may be extended beyond the original contract period for two (2) additional one year periods at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. AMENDMENTS

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. PARTICIPANTS AND SCOPE

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. **Resale.** "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. ADMINISTRATIVE FEES

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO VALUEPOINT SUMMARY AND DETAILED USAGE REPORTS

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. **Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (5) Purchasing Entity and Contractor Purchase Order identifier/number(s); (6) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (7) Purchase Order date; (8) Ship Date; (9) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in the Attached Template.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g.

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO VALUEPOINT COOPERATIVE PROGRAM MARKETING AND PERFORMANCE REVIEW

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

9. NASPO VALUEPOINT EMARKET CENTER

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

10. RIGHT TO PUBLISH

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. PRICE AND RATE GUARANTEE PERIOD

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least 180 days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

12. INDIVIDUAL CUSTOMERS

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. ORDERING

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- b. Purchasing Entities may define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. SHIPPING AND DELIVERY

a. Where not otherwise specified pursuant to the terms in the body of the Contract, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

15. LAWS AND REGULATIONS

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. INSPECTION AND ACCEPTANCE

- a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.
- b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.
- d. The warranty period shall begin upon Acceptance.
- e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

17. PAYMENT

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. WARRANTY

Warranty provisions govern where specified elsewhere in the documents that constitute the Master Agreement; otherwise this section governs. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

19. TITLE OF PRODUCT

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

20. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

General Provisions

21. INSURANCE

a. Insurance requirements for performance in the State of Mississippi are prescribed in section 9.9 of the body of the Contract. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides for written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

22. RECORDS ADMINISTRATION AND AUDIT

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of seven (7) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

23. CONFIDENTIALITY, NON-DISCLOSURE, AND INJUNCTIVE RELIEF

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

24. PUBLIC INFORMATION

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. ASSIGNMENT/SUBCONTRACTS

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

26. CHANGES IN CONTRACTOR REPRESENTATION

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

27. INDEPENDENT CONTRACTOR

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

28. CANCELLATION

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

29. FORCE MAJEURE

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, strikes, floods, epidemics, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

30. DEFAULTS AND REMEDIES

The rights of termination of the State of Mississippi and any Purchasing Entity ("Purchaser") are set forth in section 11 of the Contract.

Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

31. WAIVER OF BREACH

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

32. DEBARMENT

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

33. INDEMNIFICATION

a. Indemnification of the State of Mississippi is prescribed in section 9.6 of the body of the Contract. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), other Participating Entities and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. Indemnification of the State of Mississippi is prescribed in section 9.6 of the body of the Contract. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), other Participating Entities and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) Provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) Specified by the Contractor to work with the Product; or

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

(c) Reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

34. NO WAIVER OF SOVEREIGN IMMUNITY

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

35. GOVERNING LAW AND VENUE

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

36. ASSIGNMENT OF ANTITRUST RIGHTS

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

37. CONTRACT PROVISIONS FOR ORDERS UTILIZING FEDERAL FUNDS

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

38. LEASING OR ALTERNATIVE FINANCING METHODS.

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus



NASPO Cooperative Purchasing Organization, LLC

Cooperative Contract Sales Reporting Data Requirements and Data Format

This is the minimally acceptable reporting requirement for NASPO ValuePoint cooperative contracts. These elements are NOT negotiable. The field size of certain elements may be adjusted, with authorization from NASPO ValuePoint Cooperative Development Team to accommodate differences in the Vendor Contract Number size.

Lead zeros should be avoided if possible. Fields should be right justified. Field with no data should be left blank.

Reports should be submitted in Microsoft Excel 97-13 format or an equivalent approved by the NASPO ValuePoint Cooperative Development Team.

Field Name	COL #	Field Description	Data Type	Field Size
VENDOR NAME	X	Name of Vendor		
VENDOR CONTRACT NUMBER	B	Lead State assigned contract number (using Lead State's numbering protocol)	Alpha Numeric	5
STATE	C	State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)	Alpha Numeric	2
CUSTOMER TYPE (SEGMENT)	D	State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]	Alpha Numeric	45
BILL TO NAME	E	Customer (agency) Bill to name	Alpha Numeric	60
BILL TO ADDRESS	F	Customer (agency) Bill to address	Alpha Numeric	40
BILL TO CITY	G	Customer (agency) Bill to city	Alpha Numeric	40
BILL TO ZIPCODE	H	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]	Alpha Numeric	9
SHIP TO NAME	I	Customer (agency) Ship to name	Alpha Numeric	60
SHIP TO ADDRESS	J	Customer (agency) Ship to address	Alpha Numeric	40
SHIP TO CITY	K	Customer (agency) Ship to city	Alpha Numeric	40
SHIP TO ZIPCODE	L	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]	Alpha Numeric	9
ORDER NUMBER	M	Vendor assigned order number	Alpha Numeric	20
CUSTOMER PO NUMBER	N	Customer provided Purchase Order Number	Alpha Numeric	20
CUSTOMER NUMBER	O	Vendor assigned account number for the purchasing entity	Alpha Numeric	20
ORDER TYPE	P	Sales order, Credit/Return, Upgrade/Downgrade, etc. [determined by industrial practice for each contract - uniform for each contract]	Alpha Numeric	35
PO DATE (ORDER DATE)	Q	(mm/dd/ccyy)	Numeric	8
SHIP DATE	R	(mm/dd/ccyy)	Numeric	8
INVOICE DATE	S	(mm/dd/ccyy)	Numeric	8
INVOICE NUMBER	T	Vendor assigned Invoice Number	Alpha Numeric	20
PRODUCT NUMBER	U	Product number of purchased product	Alpha Numeric	25
PRODUCT DESCRIPTION	V	Product description of purchased product	Alpha Numeric	60
UNSP8C	W	Commodity-level code based on UNSP8C code rules	Alpha Numeric	8
LIST PRICE/MSRP/CATALOG PRICE	X	List Price - US Currency (\$99999.999) [determined by industrial practice for each contract - uniform for each contract]	Numeric	10
UNIT PRICE	Y	Unit Price - US Currency (\$99999.999)	Numeric	10
QUANTITY	Z	Quantity Invoiced (\$9999.999)	Numeric	11
TOTAL PRICE	AA	Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$99999999.999)	Numeric	13
NASPO VALUEPOINT ADMIN FEE	AB	Administrative Fee based on Total Price - US Currency (\$99999.999)	Numeric	13
VAR/Reseller/Distributor	AC	If a VAR/Reseller/Distributor, name of VAR/Reseller/Distributor and state where located (may be a code with a cross reference sheet provided)	Alpha Numeric	30
Energy Star Compliant	AD	Yes = 1 No = 2 Energy Star Does not Apply = 0	Numeric	1
EPEAT Compliant	AE	Gold = 1 Silver = 2 Bronze = 3 EPEAT Does not Apply = 0	Numeric	1
Optional	AF		Alpha Numeric	60
Optional		(ADDITIONAL OPTIONAL COLUMNS MAY BE ADDED BASED ON APPROVAL FROM WNCDT)	Alpha Numeric	60

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

APPENDIX C CONTRACTOR INFORMATION AND PROFILE

1. **Company Name:** Ferrara Fire Apparatus, Inc.
Address: 27855 James Chapel Road
City: Holden State: Louisiana Zip: 70744
Phone: 800-443-9006 FAX: 225-567-5260
Federal Tax ID No.: 72-1129363
Company Internet URL Address: www.ferrarafire.com
2. **Legal Status of the Bidder:** S Corporation: X
3. **Bidder's Authorized Representative:**
Name: Chris Ferrara
Phone: 800-443-9006 FAX: 225-567-5260 E-mail: cferrara@ferrarafire.com
4. **Orders to be sent to:**
Company Name: Ferrara Fire Apparatus, Inc.
Address: 27855 James Chapel Road
City: Holden State: Louisiana Zip: 70744
Phone: 800-443-9006 FAX: 225-567-5260
Internet address for company catalog (if available): n/a
5. **Billing will be from:**
Company Name: Ferrara Fire Apparatus, Inc.
Address: 27855 James Chapel Road
City: Holden State: Louisiana Zip: 70744
Phone: 800-443-9006 FAX: 225-567-5260
6. **Payment to be sent to:**
Company Name: Ferrara Fire Apparatus Inc.
Address: 27855 James Chapel Road
City: Holden State: Louisiana Zip: 70744
Phone: 800-443-9006 FAX: 225-567-5260
7. **Bidder's Company Experience and History:** Upon request, Contractor will provide information about the company's experience and history in providing fire apparatus and services.
8. **Minority/Women Owned Business (MWBE):** No: X
9. **Payment Methods and Term:**

Contract 8200027987 with Ferrara Fire Apparatus, Inc. for Fire Trucks and Fire Apparatus

Payment Terms: Net 45 days.

10. **Purchasing Cooperative Members:** Contractor agrees to sell the goods and services on this contract to political subdivisions and nonprofit corporations: Yes X.
11. **Subcontractors:** Vendor has identified the following subcontractors as participants in the fulfillment of contract requirements and has provided a briefly describe the nature of equipment/services to be performed. (Reference Section 4.2)
12. **Customer References:** Customers may contact the Contractor for a list of references for any category of fire apparatus and service available through this Contract.

APPENDIX D AWARD & DISCOUNT SHEET

Ferrara Fire Apparatus, Inc. has been awarded a contract for the following categories of Fire Trucks with a discount of 5% off retail price. This discount also applies to all options available for each category of Fire Truck.

	<u>List Price</u>	<u>% Discount</u>	<u>Final Price</u>
100' (+/- 5 feet) Mid Mounted Aerial Apparatus, 4 Door	\$953,423.00	5%	\$908,022.00
50' (+/- 5 feet) Rear Mounted Aerial Apparatus, 4 Door	\$622,650.00	5%	\$593,000.00
75' (+/- 5 feet) Rear Mounted Aerial Apparatus, 4 Door	\$673,109.00	5%	\$641,056.00
100' (+/- 5 feet) Rear Mounted Aerial Apparatus, 4 Door	\$818,423.00	5%	\$779,450.00
125' (+/- 5 feet) Rear Mounted Aerial Apparatus, 4 Door	\$903,048.00	5%	\$860,046.00
Medium Duty Rescue Apparatus, 2 Door	\$191,100.00	5%	\$182,000.00
Medium Duty Rescue Apparatus, 4 Door	\$202,125.00	5%	\$192,500.00
Min. 2000 Gallon Water Tender, 2 Door	\$287,951.00	5%	\$273,553.00
Wildland Fire Apparatus Type 3, 2 Door	\$282,900.00	5%	\$268,755.00
Wildland Fire Apparatus Type 3, 4 Door	\$293,000.00	5%	\$278,350.00
Wildland Fire Apparatus Type 6, 2 Door- 0% Discount	\$92,600.00	0%	\$92,600.00
Wildland Fire Apparatus Type 6, 4 Door- 0% Discount	\$94,560.00	0%	\$94,650.00
Commercial Pumper 2 Door	\$222,537.00	5%	\$211,410.00
Commercial Pumper 4 Door	\$231,205.00	5%	\$219,645.00

D06	Freightliner M2, 2-door Cab, Single Axle, Extruded Aluminum Body, Walk-In MEDIUM Rescue	\$263,396.00
D07	Freightliner M2, 4-door Cab, Single Axle, Extruded Aluminum Body, Walk-In MEDIUM Rescue	\$273,793.00
D08	Cinder, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, NON Walk-In HEAVY Rescue	\$357,284.00
D09	Cinder, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, Walk-In HEAVY Rescue	\$375,823.00
D10	Igniter, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, NON Walk-In HEAVY Rescue	\$370,453.00
D11	Igniter, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, Walk-In HEAVY Rescue	\$388,992.00
D12	Inferno, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, NON Walk-In HEAVY Rescue	\$401,694.00
D13	Inferno, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, Walk-In HEAVY Rescue	\$422,155.00
D14	Inferno, 4-Door, Full-Tilt, OEM Cab, Single Axle, Extruded Aluminum Body, Incident Command Vehicle	\$892,620.00
E. Pumper/Tankers & Tankers		
E01	M2 Freightliner, 2-Door, Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pumper/Tanker (3000 Gallons)	\$278,951.00
E02	M2 Freightliner, 4-Door, Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pumper/Tanker (3000 Gallons)	\$288,659.00
E03	Custom Cinder 2, 4-Door, Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pumper/Tanker (3000 Gallons)	\$419,869.00
E04	Custom Igniter, 4-Door, Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pumper/Tanker (3000 Gallons)	\$433,285.00
E05	Custom Inferno, 4-Door, Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pumper/Tanker (3000 Gallons)	\$478,786.00

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/02/19

DEPT: Public Works

MEETING DATE: 11/18/19

ITEM/TOPIC: Award request for bid # 2020-02 Snow Removal Equipment (SRE) Building modification to New Image Construction.

ACTION REQUESTED OF COUNCIL: Approve/Disapprove of Award of SRE building modification.

BACKGROUND/RATIONALE: SRE Building Modification scope of work is to extend Building for parking of newly purchased Snow Removal Equipment when not in use.

Advertised: August 16, 2019 Las Vegas Optic, Albuquerque Journal and the City website.

Bid Opening: September 12, 2019.

Number of Bidders: 2

\$119,351.00 excluding GRT. New Image Construction

\$185,000.00 excluding GRT. Anissa Construction

STAFF RECOMMENDATION: Approve Award Request.

COMMITTEE RECOMMENDATION: N/A

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



**TONITA GURULE-GIRON
MAYOR**

**TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)**



**ANN MARIE GALLEGOS,
INTERIM CITY MANAGER**

**PURCHASING AGENT
(FOR BID/RFP AWARD)**

**ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)**

CITY OF LAS VEGAS
RFP/BID/OPENING

DATE: 12-Sep-2019

OPENING NO.: 2020-02

TIME: 2:00 PM

DEPARTMENT: AIRPORT

LOCATION: City of Las Vegas Chambers
1700 N. Grand Ave.
Las Vegas, NM 87701

ITEM(S): **LAS VEGAS MUNICIPAL AIRPORT**
SNOW REMOVAL EQUIPMENT
BUILDING MODIFICATIONS

RECEIVED FROM:	AMOUNT	SUB CONTRACTOR LIST	BID BOND	AFFIDAVIT NOTARIZED	CAMPAIGN DISC. FORM
1. <i>Anissa Const.</i>	185,000.00	✓	✓	✓	✓
2. <i>New Image Const.</i>	119,351.00	✓	✓	✓	✓
3.					
4.					
5.					
6.					

COMPANY REPRESENTATIVE

COMPANY NAME

<i>MARGARET SILVA</i>	<i>CLV INVENTORY</i>
<i>(Signature)</i>	<i>CLV Purchasing</i>
<i>MIKE PROFFER</i>	<i>MOTEL CORP.</i>
<i>John Horgan</i>	<i>CLV</i>
<i>Daniel Garate</i>	<i>CLV PW</i>
<i>Dominic Chavez</i>	<i>CLV Finance</i>
<i>Kimberly Montal</i>	<i>CLV finance</i>
<i>NEW IMAGE JOHN MONTAL</i>	<i>NEW IMAGE</i>

(use other side of form when full)

ORIGINALS TAKEN BY CITY CLERK:

(Signature)
DATE: 9/12/19

COPIES TAKEN BY DEPT:

(Signature)
DATE: 9-12-19

OPENED BY: FINANCE DEPARTMENT

(Signature)
DATE: 9/12/2019

Project No. LVS-19-01
Contract No. AVA1195
Vendor No. 0000054343

AMENDMENT NO. 1

THIS AMENDMENT made and entered into by and between the CITY OF LAS VEGAS, (hereinafter called the "Sponsor") and the State of New Mexico, acting through the State Department of Transportation, (hereinafter called the "Department").

RECITALS

WHEREAS, Section Twenty-One – Amendment: This agreement shall not be altered, modified or amended except by an instrument in writing by the Sponsor and documented acceptance by the Division.

NOW THEREFORE, the parties mutually agree as follows:

1. The funding under Section 1, of the original agreement is deleted and replaced with the following:
\$ 140,888
2. Section 1C, Exhibit B to the original agreement is deleted and replaced with the attached Exhibit B
3. The State contribution stated in Exhibit B is \$ 140,888
4. All terms, conditions, representations, and obligations set forth in the original Grant Agreement shall remain in full force and effect, except as expressly amended or modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates shown below.

Recommended by AVIATION DIVISION

New Mexico Department of Transportation
Cabinet Secretary or Designee

By: 

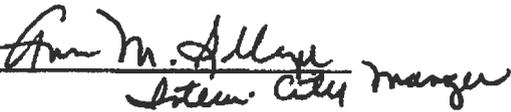
By: 

Date: 10/21/19

Date: 11/6/19

SPONSOR

Approved as to form and legal sufficiency

By: 
Sponsor: City Manager

By: 
Assistant General Counsel

Date: 10/16/19

Date: 10-31-19



City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov

Madam Mayor Tonita Gurulé-Girón

October 1, 2019

Mr. Dan Moran
Finance and Administration Manager
New Mexico Department of Transportation
Aviation Division
3501 Access Rd C
Albuquerque, New Mexico 87106

**RE: LVS-19-01
Snow Removal Building Modifications**

Dear Mr. Moran:

We respectfully request an amendment be made to the above referenced project to increase the budget to accommodate the project bid amount and engineering costs associated with the project. The project was advertised and bids opened on September 12, 2019. Two bids were received with the apparent low bid in the amount of \$129,371.71, including NMGRT. The architectural services costs for the project are \$27,170.21 resulting in total costs associated on the project of \$156,541.92. The grant budget is 90,000.00 and was based on conceptual layout and cost estimates. At the original grant funding split, 90 percent NMDOT Aviation and 10% City of Las Vegas, the City requests that Grant LVS-19-01 be increased by \$59,888.00 to assist in completing the project. A summary of the original and amended budgeted costs are as follows:

Project Budget

Item	Original Budget	As Bid	Difference
Architectural Services (design, grants assist, construction administration)	\$12,494.00	\$27,120.21	
Construction	\$77,506.00	\$129,371.71	
Subtotal – Total Costs	\$90,000.00	\$156,541.92	\$66,542
NMDOT AD LVS-19-01 (90%)	\$81,000	\$140,888	\$59,888
City of Las Vegas (10%)	\$9,000	\$15,654	\$6,654

Thank you for your continued support and assistance with the Las Vegas Municipal Airport. If you have any questions, please contact me at (505) 454-1401 ext 1802 or Mr. Mike Provine, Molzen Corbin, at (505) 242-5700.

Sincerely,

Ann Marie Gallegos
Interim City Manager
City of Las Vegas

cc: Mr. Mike Provine, P.E., Molzen Corbin

David Ulibarri
Councilor Ward 1

Vince Howell
Councilor Ward 2

Barbara Perea-Casey
Councilor Ward 3

David G. Romero
Councilor Ward 4

SEP 12 2019

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., Sept 12, 2019, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Las Vegas Municipal Airport Snow Removal Equipment Building Modifications

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 1700 North Grand Avenue, Las Vegas, NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the following location: Molzen/Corbin, 2701 Miles Rd SE, Albuquerque, NM 87106; phone 505-242-5700

Mailed bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: Las Vegas Municipal Airport Snow Removal Equipment Building Modifications, Opening No. 2020-2; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their bid is delivered to the City Clerk by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,

Ann M. Allegos
ANN MARIE GALLEGOS, INTERIM CITY MANAGER

Esther Garduno Montoya
ESTHER GARDUNO MONTOYA, CITY ATTORNEY

Cassandra Fresquez
CASANDRA FRESQUEZ, CITY CLERK

Tana Vega
TANA VEGA, INTERIM FINANCE DIRECTOR

Helen Vigil
HELEN VIGIL, PURCHASING OFFICER

Opening No. 2020-2

Date Issued: 8/13/2019

Published: LAS VEGAS OPTIC
ALBUQUERQUE JOURNAL
www.lasvegasnm.gov

Aug. 16 .2019
Aug. 18 .2019
Aug. 16 2019

STANDARD BID CLAUSES

AWARDED BID

Awarding of bid shall be made to the responsible Bidder whose Bid best meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

TIMETABLE

Bid pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: Sept 12, 2019; 2:00 p.m.; at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for _____, 20____. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of the submitted Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-199 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978) states that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee. And (Section 30-24-2 N.M.S.A. 1978); it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-413, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition, in connection with the submitted bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see that their bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, this bid will not be considered.

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department. Any interpretation, corrections, or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINITIONS AND TERMS

- 1.01 Terms used in these Bidding Documents which are defined in the Instructions to Bidders and in the Conditions of the Contract for Construction (General, Supplementary and other Conditions) have the meanings assigned in those documents.
- A. **Addendum:** A written or graphic instrument issued prior to the opening of Bids which clarifies, corrects, or changes the Bidding Documents or Contract Documents. Plural: addenda.
 - B. **Alternate Bid:** Amount stated in the Bid as the sum to be added to or deducted from the amount of the Base Bid, if the corresponding change in the project scope, materials, and/or methods of construction is awarded by the Owner.
 - C. **Base Bid:** Amount stated in the Bid as the sum for which the Bidder offers to perform the Work, excluding Alternate Bids.
 - D. **Bid:** The offer of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed in conformance with the Bidding Documents.
 - E. **Bid Lot:** A major item of Work for which a separate quotation or bid is requested.
 - F. **Bidder:** One who submits a Bid directly to the Owner, as distinct from a subcontractor, who submits a bid to a contractor.
 - G. **Bidding Documents:** The Bidding Requirements and the Contract Documents, including drawings.
 - H. **Bidding Requirements:** Advertisement for Bid, Instructions to Bidders, Information Available for Bidders, the Bid Form, Supplements to the Bid Form, and portions of Addenda relating to any of these.
 - I. **Responsible Bidder:** A Bidder who submits a Responsive Bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the construction described in the Invitation for Bid (§13-1-82 NMSA 1978).
 - J. **Responsive Bid:** A bid which conforms in all material respects to the requirements set forth in the Invitation for Bid (§13-1-84 NMSA 1978).
 - K. **Successful Bidder:** The lowest Responsible Bidder to whom the Owner, on the basis of the Owner's evaluation, makes an award. A Successful Bidder does not become the Contractor until an agreement is signed with the Owner.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bid may be obtained from the Architect/Engineer (unless another issuing office is otherwise designated). Bidding Documents may also be reviewed at the Plan Rooms designated in the Advertisement for Bid. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good and complete condition within 10 calendar days after opening of Bids.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither the Owner nor the Architect/Engineer assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 The Owner and the Architect/Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 6.02 **Duty to Seek Clarification:** The law establishes the duty of clarification in order to ensure that the Owner will have the opportunity to clarify its requirements and thereby provide a level playing field to all bidders. A contractor proceeds at its own risk if it relies upon its own interpretation of contract terms that it believes to be ambiguous instead of asking for a clarification. Bidders and Subcontractors shall promptly notify the Architect/Engineer of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.
- 6.03 Addenda will be emailed with return receipt requested or otherwise sent to all who are known by the Architect/Engineer to have received a complete set of Bidding Documents.
- 6.04 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 6.05 No Addenda will be issued later than 3 days prior to the date for receipt of Bids, except an Addendum withdrawing the Invitation for Bids or one which includes postponement of the date for receipt of Bids.
- 6.06 Each Bidder shall ascertain, prior to submitting the Bid, that the Bidder has received all Addenda issued, and shall acknowledge their receipt on the Bid Form.

ARTICLE 7 - BID SECURITY/BID BOND

- 7.01 Bid security in an amount equal to at least five percent of the amount of the Bid shall be a bond provided by a surety company authorized to do business in this State, or the equivalent in cash, a cashier's check, or otherwise supplied in a form satisfactory to the Owner (§13-1-146 NMSA 1978). All bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", as published in federal Circular 570 by the Audit Staff Bureau of Accounts, United States Treasury Department (§13-4-18 NMSA 1978).
- 7.02 The bid security shall be in the amount of 5% of the highest Bid amount submitted, unless otherwise stipulated, pledging that the Bidder will enter into a contract with the Owner on the terms stated herein and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- 7.03 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.
- 7.04 When the Bidding Documents require bid security, noncompliance by the Bidder requires that the Bid be rejected (§13-1-147A NMSA 1978).
- 7.05 If a Bidder is permitted to withdraw his Bid before award, no action shall take place against the Bidder or the bid security (§13-1-147B NMSA 1978).

- 11.05 Prior to the award of the Contract, the Architect/Engineer will notify the Bidder in writing if either the Owner or the Architect/Engineer, after due investigation and written findings of fact, has reasonable and substantial objection to any person or organization on such list. If the Owner or Architect/Engineer has reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute subcontractor with no increase in his Bid Price. In the event of withdrawal under this paragraph, Bid Security **will not** be forfeited.
- 11.06 The Successful Bidder shall, within 7 calendar days of notice of the award of a Contract for the Work, submit the following information to the Architect/Engineer: (1) A signed list of the proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work; and (2) A list signed by all subcontractors proposed for the principal portions of the Work in accordance with the Subcontractors Listing form submitted with the Bid.
- 11.07 The Successful Bidder will be required to establish to the satisfaction of the Architect/Engineer and the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
- 11.08 Persons and organizations proposed by the Bidder and to whom the Owner and the Architect/Engineer have made no reasonable objection under the provisions of paragraph 11.06 must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Architect/Engineer and the Owner.
- 11.09 No Successful Bidder shall be required to employ any subcontractor, other person, or organization against whom he has reasonable objection.
- 11.10 The Bidder is specifically advised that any person, for, or other party to whom it is proposed to award a subcontract under this Bid must be acceptable to the Owner after verification by the Funding Agency of the current eligibility status.

ARTICLE 12 - PREPARATION OF BID

- 12.01 Bids shall be submitted on forms identical to the form included with the Bidding Documents.
- 12.02 All Blanks on the Bid Form shall be filled in by typewriter or manually in ink.
- 12.03 Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and, in case of discrepancy between the two, the amount written in words shall govern.
- 12.04 Alterations and erasures must be initialed by the signer of the Bid.
- 12.05 All requested Additive or Deductive Alternate Bids shall be bid. If no change in the Base Bid is required, enter "**No Change**".
- 12.06 Where there are two or more major items of Work (identified as "Bid Lots") for which separate quotations are requested, the Bidder shall submit quotations for all items, unless otherwise specified.
- 12.07 Each copy of the Bid shall include the complete name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a

ARTICLE 15 - MODIFICATION AND WITHDRAWAL OF BID

- 15.01 A Bid containing a mistake discovered before Bid Opening may be modified or withdrawn by a Bidder prior to the time set for Bid Opening by delivering written or telegraphic notice to the location designated in the Advertisement for Bid as the place where Bids are to be received.
- 15.02 Bid security shall be in an amount sufficient for the Bid as modified or resubmitted in conformance with Section 7.02
- 15.03 Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids, provided they are then fully in conformance with the Bidding Documents.
- 15.04 After Bid Opening, no modifications in Bid Prices or other provisions of Bids shall be permitted. A low Bidder alleging a material mistake of fact which makes his Bid nonresponsive may be permitted to withdraw his Bid if:
- A. The mistake is clearly evident on the face of the Bid Document; or
 - B. The Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made.
- Any decision by the Owner to permit or deny the withdrawal of a Bid on the basis of a mistake contained therein shall be supported by a determination setting forth the grounds for the decision. If withdrawal is permitted, Bid Security **will not** be forfeited (§13-1-106 NMSA 1978).

ARTICLE 16 - OPENING OF BIDS

- 16.01 Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the Base Bid(s) and Alternate Bids or Bid Items, if any, will be made available to the Bidders. Each Bid shall be open to public inspection (§13-1-107 NMSA 1978).

ARTICLE 17 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return Bid Security prior to the end of this period.

ARTICLE 18 - BID EVALUATION AND AWARD

- 18.01 The Owner shall have the right to waive **technical irregularities** in the form of the Bid of the low Bidder which do not alter the price, quality, or quantity of the construction Bid (§13-1-132 NMSA 1978).
- 18.02 It is the intent of the Owner to award a contract to the lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder (§13-1-133 NMSA 1978).
- 18.03 If the Base Bid is within the amount of funds available to finance the construction contract, contract award will be made to the responsible Bidder submitting the low Base Bid; except that, if sufficient funds are available to fund Alternate Bids, the Owner may award the contract to the responsible Bidder submitting the low combined Bid within the amount of funds available (Base Bid plus or minus alternates). If the award is based on alternates, the Owner shall accept them in the numerical

- A. Award pursuant to the multiple source award provisions of §13-1-153 and §13-1-154 NMSA 1978
- B. Award to a resident contractor if the identical low Bids are submitted by a resident contractor and a nonresident contractor
- C. Award by lottery to one of the identical low Bidders;
- E. Reject all Bids and resolicit Bids for the required construction (§13-1-110 NMSA 1978).

ARTICLE 21 - NOTICE OF CONTRACT REQUIREMENTS BINDING ON BIDDER

- 21.01 In submitting this Bid, the Bidder represents that he has familiarized himself with the nature and extent of the Conditions of the Construction Contract (General, Supplementary, and other Conditions) dealing with federal, state and local requirements which are a part of these Bidding and Contract Documents.
- 21.02 Laws and Regulations: The Bidder's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout, and will be deemed to be included in the Contract the same as though herein written out in full.

ARTICLE 22 - REJECTION OR CANCELLATION OF BIDS

- 22.01 An Invitation for Bid may be canceled, or any or all Bids may be rejected in whole or in part, when it is in the best interest of the Owner. A determination containing the reasons therefore shall be made part of the Project file (§13-1-131 NMSA 1978). Bid security for rejected Bids shall be returned to the Bidder.

ARTICLE 23 - PROTESTS

- 23.01 Any Bidder, Offeror, or Contractor who is aggrieved in connection with this procurement (Bid) may protest to the Owner's Purchasing Agent in accordance with the requirements of the Owner's Procurement Regulations and the State Procurement Code. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§ 13-1-172 NMSA 1978).
- 23.02 In the event of a timely protest under the Owner shall not proceed further with the procurement unless the Owner makes a determination that the award of contract is necessary to protect substantial interests of the Owner (§13-1-173 NMSA 1978).
- 23.03 The Owner or his designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Bidder, Offeror, or Contractor concerning a procurement. This authority shall be exercised in accordance with adopted regulations, but shall not include the authority to award money damages or attorneys' fees (§13-1-174 NMSA 1978).
- 23.04 The Owner or his designee shall promptly issue a determination relating to the protest. The determination shall:
 - A. State the reasons for the action taken; and
 - B. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978.
- 23.05 A copy of the determination issued under § 13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other bidders or offerors involved in the procurement (§13-1-176 NMSA 1978).

ARTICLE 29 - NOTICE TO PROCEED

- 29.01 The Owner will issue a written Notice to Proceed to the Contractor stipulating the date from which Contract Time will be charged and the date Contract Time is to expire, subject to valid modifications of the Contract authorized by Change Order.

ARTICLE 30 - OTHER INSTRUCTIONS TO BIDDERS

- 30.01 This Project is funded in whole by funds provided by the City of Las Vegas, New Mexico and the New Mexico Department of Transportation and is subject to applicable state procurement and public works statutes and regulations promulgated by the funding agency and the Owner

30.02- CITY OF LAS VEGAS STANDARD BID TERMS AND DEFINITIONS

- A. **Awarded Bid:** Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject any of all Bids and to waive any technical irregularity in the form of the Bid
- B. **Bid Protests:** If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Request for Bids.
- C. **Bribery and Kickback:** The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.
- D. **Campaign Contribution Disclosure Form:** The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.
- E. **Clarification of Bid:** Bidder requiring clarification or interpretation of bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by addendum only. Interpretations, corrections or changes of said bid made in any other manner will not be binding and the bidder shall not rely upon such interpretation, corrections and changes.
- G. **Envelopes:** Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid.
- H. **Federal Tax Identification Number:** Pursuant to IRS requirements, bidder shall provide their Federal Tax ID Number if bidder is incorporated. If bidder is a sole proprietorship or partnership then they shall provide their social security number.

RESIDENT VETERANS PREFERENCE CERTIFICATION FORM

Johnny Manzanaves (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

"I declare under penalty of perjury that my annual gross revenues in the preceding tax year beginning January 1 and ending December 31 is less than three million dollars (\$3,000,000) allowing me a 10% preference discount on this solicitation."

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Section 13-4-2 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

"I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime."

Johnny Manzanaves 9-12-19
(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.

To receive this preference, Bidder must also submit a copy of their Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department

CITY OF LAS VEGAS BIDDER'S INFORMATION

BIDDER: Johnny Manzanates / New Image Const. Inc

AUTHORIZED AGENT: Johnny Manzanates

ADDRESS: HCR 72 Box 5 Ribera, NM 87560

TELEPHONE NUMBER: (505) 699-0166

FAX NUMBER: (575) 421-1222

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: L152993 7712

NEW MEXICO CONTRACTORS LICENSE NO.: 366062

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

FEDERAL TAX ID NUMBER: 80-0568873

SOCIAL SECURITY NUMBER: J.M. ~~XXXXXXXXXX~~ 525-21-6364

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 0318616001

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a bid or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed bid or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive bid.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

John M. Muzum

Signature

9-12-19

Date

President/owner

Title (Position)

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: NEW IMAGE CONSTRUCTION, INC

DBA: NEW IMAGE CONSTRUCTION, INC

HC 72 BOX 5

RIBERA, NM 87560-9601

Expires:

17-Sep-2021

Certificate Number:

L1529937712



John Monforte, Acting Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered. The data given must be clear and comprehensive. This statement must be notarized.

1. Name of Bidder Johnny Manzanates
2. Business Address HCR 72 Box 5 Ribera, NM 87560
3. When Organized March 11, 2010
4. Bidder is a (an) Corporation
(Individual - Partnership - Corporation)

The full name and addresses of all persons interested in this proposal as partners and/or principal(s) are: If business is carried out in any other name(s) than that of the principal(s) or partner(s), also state such name(s) and address(es).

N/A

CORPORATION

- Corporation is incorporated in the State of: New Mexico
- President is: Johnny Manzanates
- Treasurer is: Johnny Manzanates
- Place of Business: 6 County Rd B58 Ribera, NM 87560
5. How many years have you been engaged in the contracting business under your present firm or trading name? 27 years
 6. Financial Statement: (Submit upon request after Bid Opening)
 7. Credit Available for this Contract \$ 500,000⁰⁰
 8. Contracts Now on Hand, Gross Amounts \$ Eldorado Community Center # 130,000⁰⁰
City of Las Vegas, 40,000⁰⁰
 9. Have you ever refused to sign a contract at your original bid? NO
 10. Have you ever defaulted on a contract? NO
 11. Remarks:

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the

NEW MEXICO SUBCONTRACTOR'S FAIR PRACTICE ACT / LISTING OF SUBCONTRACTORS

1. This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.
2. Listing Threshold: List Subcontractors for amounts exceeding the listing threshold. The listing threshold is \$5,000.00 or one half of one percent of the Architect/Engineers estimate, whichever is greater. For purposes of this Project the threshold is *\$5,000.00*.
3. Portion of project to which requirements apply: Complete Project.
4. For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.
5. No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.
6. No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.
7. Any changes or additions of subcontractors shall be promptly reported to the Architect/Engineer in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.
8. All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. Include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

SUBCONTRACTOR LIST

Subcontract Category * Mechanical, Plumbing
Estimated Value of Work* 55K
Subcontractor's Name* 305 Plumbing
Business Location * P.O. Box 2902 Las Vegas NM 87701
Phone Number 505-577-1044
E-mail Address frankademinguez101@gmail.com
Federal Id No. (FEIN #) 81-374334
NM Contractor's License No. 391381
License Categories HVAC - Plumbing
New Mexico Dept. of Workforce Solutions Registration No.**

Subcontract Category*: Electrical
Estimated Value of Work* 5K
Subcontractor's Name* Electric Horseman Inc
Business Location * 14 B Rudolph Dr. Las Vegas NM 87761
Phone Number 505-454-4700
E-mail Address electrichorseman1@msn.com
Federal Id No. (FEIN #) 85-0473451
NM Contractor's License No. 84183
License Categories EE98
New Mexico Dept. of Workforce Solutions Registration No.** 002306020110816

~~Subcontract Category*: ^{JM} ~~Electrical~~
Estimated Value of Work* ~~5K~~
Subcontractor's Name* ~~Electric Horseman Inc~~
Business Location * ~~14 B Rudolph Dr. Las Vegas NM 87761~~
Phone Number ~~505-454-4700~~
E-mail Address ~~electrichorseman1@msn.com~~
Federal Id No. (FEIN #) ~~85-0473451~~
NM Contractor's License No. ~~84183~~
License Categories ~~EE98~~
New Mexico Dept. of Workforce Solutions Registration No.** ~~002306020110816~~~~

* Information required at time of Bid Submission
** Required only if value of work is in excess of \$60,000
(Use additional pages, as necessary)

↓
over

**NON-COLLUSION AFFIDAVIT OF PRIME
BIDDER/SUBCONTRACTOR**

STATE OF NEW MEXICO

COUNTY OF San Miguel

Johnny Manzanates, being first duly sworn, deposes and says that:

1. He/She is President/owner of New Image Const. INC
(title) (company)
the bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the [owner] or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I am/The Bidder is not indebted to the [owner] in any form or manner.

Signature: Johnny Manzanates

Title: President/Owner

Date: 9-12-19

Witness: Mingul

Notary: Laura Lopez

My commission expires:



OFFICIAL SEAL
Laura Lopez
NOTARY PUBLIC - STATE OF NEW MEXICO

My Commission Expires: 11/20/2019

6.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: New Image Construction Inc (SEAL)

State of Incorporation: New Mexico

Type (General Business, Professional, Service, Limited Liability): GB

By: Johnny Manzanares
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Johnny Manzanares

Title: President / owner
(CORPORATE SEAL)

Attest Manjit Me

BID FORM

PROJECT: SNOW REMOVAL EQUIPMENT BUILDING MODIFICATIONS

THIS BID IS SUBMITTED TO: City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 1.02 The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including without limitation those dealing with the disposition of bid security and other Bidding Documents. This Bid will remain subject to acceptance for 30 days after the day of the Bid opening. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the Bonds and other documents required by the Bidding Requirements within fifteen (15) calendar days after the date of the Owner's Notice to Award.
- 1.03 In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:
- A. The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):
- | | | | | |
|-------|------|---------------|-----|------|
| No. 1 | Date | Sept. 9, 2019 | No. | Date |
| No. | Date | | No. | Date |
- B. The Bidder has familiarized himself with the nature and extent of the Bidding Documents, Work, site, locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- C. The Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.
- D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents.
- E. The Bidder has given the Architect/Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Bidding Documents, and the written resolution thereof by the Architect/Engineer is acceptable to the Bidder.
- F. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association,



STATE OF NEW MEXICO
Taxation and Revenue Department



Susana Martinez
Governor

Demesia Padilla, CPA
Secretary

NEW IMAGE CONSTRUCTION, INC
HC 72 BOX 5
RIBERA, NM 87560-9601

September 11, 2015
CRS: 03-186160-00-1
Letter ID: L0651145264

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 01-Apr-2010	IDENTIFICATION NUMBER 03-186160-00-1	Business Start Date 11-Mar-2010
Business Location 6 COUNTY RD B58		Business End Date
City and State RIBERA, NM		Zip Code 87510
Taxpayer Name NEW IMAGE CONSTRUCTION, INC		Taxpayer Type Corporation
Firm Name NEW IMAGE CONSTRUCTION, INC		Filing Frequency Monthly
Mailing Address HC 72 BOX 5		
City and State RIBERA, NM		Zip Code 87560-9601

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Division Director Tax Administration

By Ron L. Scott

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date ID Issued 01-Apr-2010	IDENTIFICATION NUMBER 03-186160-00-1	Business Start Date 11-Mar-2010
Business Location 6 COUNTY RD B58		Business End Date
City and State RIBERA, NM		Zip Code 87510
Taxpayer Name NEW IMAGE CONSTRUCTION, INC		Taxpayer Type Corporation
Firm Name NEW IMAGE CONSTRUCTION, INC		Filing Frequency Monthly
Mailing Address HC 72 BOX 5		
City and State RIBERA, NM		Zip Code 87560-9601

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Division Director Tax Administration

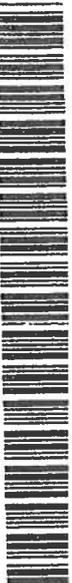
By Ron L. Scott

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

atL04 v28



100651145264000

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

NEW IMAGE CONSTRUCTION INC.

LICENSE NUMBER

366062

Qualifying Party(S)

MANZANARES JOHNNY

MANZANARES JOHNNY R

EXPIRES

06/30/2022

CLASSIFICATION(S)

GB98, GF09



DIRECTOR

This card is the property of the CID and shall be returned upon demand

Regular or Special

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 12/3/2019

DEPT: Finance

MEETING DATE: 12/18/2019

DISCUSSION ITEM/TOPIC: *Resolution 19-58*

BACKGROUND/RATIONALE: The City of Las Vegas is requesting increases to the FY2020 Budgeted revenues and expenditures, transfers to and from within various funds of the FY2020 Budget.

STAFF RECOMMENDATION: Approval

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON

MAYOR



ANN MARIE GALLEGOS,

INTERIM CITY MANAGER



TANA VEGA, INTERIM

**FINANCE DIRECTOR
(PROCUREMENT)**

**PURCHASING AGENT
(FOR BID/RFP AWARD)**

**ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)**

**STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
RESOLUTION NO. 19-58**

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget adjustment request for fiscal year 2019-20, and

WHEREAS, said budget adjustments were developed on the basis of increases in revenues, expenditures and transfers (in) out through cooperation with all user departments, elected officials and other department supervisors, please see attached schedule; and

WHEREAS, the City of Las Vegas is in need of making budget adjustments in the 2019-20 fiscal year budget; to include a net increase of \$1,617,562 in revenues and expenditures for National and Bridge Street project to be funded by a 100% grant from the Department of Transportation in Fund 214 - Streets-COOP/Projects; a net increase of \$22,420 in revenues and expenditures to be funded by a grant from New Mexico Transportation Department for ENDWI - \$11,781, Buckle Up - \$3,079, and STEP - \$7,560 in Fund 253 - Traffic Safety; net increase in expenditures of \$353,524 for one (1) residential truck in the amount of \$82,018 and one (2) commercial truck in the amount of \$271,506 with warranties included to be funded by unbudgeted cash balance in Fund 633 - Solid Waste Construction;

WHEREAS, it is the majority opinion of this governing body that the budget adjustment request be approved and meets the requirements as currently determined for fiscal year 2019-20;

NOW, THEREFORE BE IT RESOLVED, that the Governing Body of the Municipality of the City of Las Vegas, State of New Mexico hereby approves the budget adjustment request herein above described and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

RESOLVED: In session this 18th day of December, 2019

Tonita Gurule-Giron, Mayor

ATTEST:

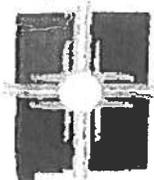
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Esther Garduno Montoya, City Attorney

CITY OF LAS VEGAS
 RESOLUTION #19-58
 BUDGET ADJUST REQUEST
 FISCAL YEAR 2020

Resolution	Fund	Revenues	Transfers	Expenditures
19-58				
Street - COOP/Projects	214-0000-430-5388	1,617,562.00		NMDOT GRANT
Street - COOP/Projects	214-0000-720-8121			1,617,562.00 NATIONAL & BRIDGE STREET
Traffic Safety	253-0000-430-5876	11,781.00		NMDOT GRANT - ENDWI
Traffic Safety	253-0000-430-5890	3,079.00		NMDOT GRANT - BUCKLE UP
Traffic Safety	253-0000-430-5885	7,560.00		NMDOT GRANT - S.T.E.P.
Traffic Safety	253-0000-710-6616			11,781.00 OVERTIME/ENDWI
Traffic Safety	253-0000-710-6615			3,079.00 OPER BUCKLE UP
Traffic Safety	253-0000-710-6613			7,560.00 OVERTIME/S.T.E.P.
Solid Waste Construction	633-0000-650-8007			353,524.00 VEHICLES
Solid Waste Construction	633-0000-100-1103	353,524.00		Unbudgeted Cash Balance
		1,993,506.00	-	1,993,506.00



New Mexico DEPARTMENT OF
TRANSPORTATION

November 13, 2019

Mr. Danny Gurule, Public Works
City of Las Vegas
1700 North Grand Avenue
Las Vegas, NM 87701

Dear Mr. Gurule,

Attached is the fully executed FY20 LGTPF Agreement for control number **LP40002-National Avenue and Bridge Street**. Please advise this office of your intent either to perform the work internally or to let the project to contract.

Cooperation between the New Mexico Department of Transportation and the **City of Las Vegas** is essential for proper execution of this agreement and overall scheduling.

Also submit any environmental and/or archeological clearances, which will be required for this project before beginning any construction.

If you have any questions, you may call my office at (505) 3978-6748.

Sincerely,

John A. Herrera
LGRF Coordinator

xc: LGRF Files

**Michelle Lujan
Grisham**
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Keith Mortensen
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Vacant
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Contract No. D18378
Vendor No. 0000054343
Control No. LP40002

**LOCAL GOVERNMENT TRANSPORTATION PROJECT FUND
GRANT AGREEMENT**

This Agreement is between the New Mexico Department of Transportation (Department) and City of Las Vegas (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Transportation Project Funds (LGTPF) to the Public Entity for the following project scope **National Avenue and Bridge Street - Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction** (Project or CN LP40002). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is One Million Six Hundred Seventeen Thousand Five Hundred Sixty Two Dollars and No Cents (**\$1,617,562.00**) to be funded in proportional share by the parties as follows:

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 1. Department's share shall be 95% | \$1,536,683.90 |
| National Avenue and Bridge Street - Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction | |
| 2. The Public Entity's required proportional matching Share shall be 5% | \$80,878.10 |
| For purpose stated above | |
| 3. Total Project Cost | \$1,617,562.00 |

- b. The Public Entity is responsible for all costs that exceed Project funding.
c. All allocated funds must be spent by **June 30, 2022**.
d. The Public Entity represents that no federal funds will be used to finance the Project.
e. The Public Entity must repay Project funding to the Department if:
1. The Project is cancelled or partially performed.
2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

- a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
 1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
 2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
 3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.
- b. Will not:
 1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
 2. Have any involvement in the construction phase;
 3. Be involved in permit preparation or the review or coordination with regulatory agencies.
 4. Conduct periodic assurance inspections or comparison material testing.
 5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.
- c. May perform Project monitoring that might consist of the following:
 1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
 2. Request written Project status reports.
 3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.
- d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.
- e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.
- d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.
- e. Have sole responsibility and control of all project phases and resulting quality of the completed work.
- f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:
 1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and

2. Design and construct the Project in accordance with standards established by the Department.
- g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Exhibit B.
- h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
- j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
- k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
- l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
- m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
- n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
- o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- c. Pursuant to NMSA 1978, Section 67-3-78, Local Government Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- d. The requirements of 18.27.6 NMAC are incorporated by reference.
- e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of

Completion or (b) **June 30, 2022**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

7. Termination.

If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) days written notice. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity and the Legislature this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five (5) years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

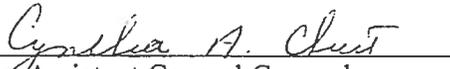
In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: 
Cabinet Secretary or Designee

Date: 10/29/19

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: 
Assistant General Counsel

Date: 10-2-19

City of Las Vegas

By: 
Title: Mayor

Date: 10-17-2019

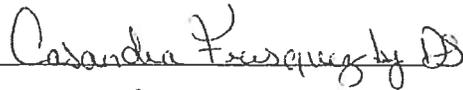
Attest: 
Title: City Clerk

EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP40002

I, _____, in my capacity as _____ of _____ certify in regard to Control No. **LP40002**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of _____, with New Mexico Department of Transportation 95% share of _____ and the Public Entity share of _____ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on _____ of _____, 20_____

In Witness Whereof, _____ in his/her capacity as _____ of _____ certify that the matters stated above are true to his/her knowledge and belief.

City of Las Vegas

By: _____ Date: _____

Title: _____ Date: _____

ATTEST:

By: _____ Date: _____

Public Entity Clerk

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.

EXHIBIT B

EXHIBIT

RESOLUTION

City of Las Vegas

PARTICIPATION IN LOCAL GOVERNMENT TRANSPORTATION PROJECT FUND PROGRAM
ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Las Vegas and the New Mexico Department of Transportation have entered into a grant agreement under the Local Government Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be \$1,617,562 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or \$1,536,683.90

and

- b. City of Las Vegas's proportional matching share shall be 5% or \$80,878.10

TOTAL PROJECT COST IS \$1,617,562.00

The City of Las Vegas shall pay all costs, which exceed the total amount of \$1,617,562.00.

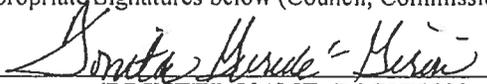
Now therefore, be it resolved in official session that City of Las Vegas determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2022 and the City of Las Vegas incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

Now therefore, be it resolved by the City of Las Vegas to enter into Cooperative Agreement for Project Control Number LP40002 with the New Mexico Department of Transportation for the LGTPF Program for year 2019 for National Avenue and Bridge Street - Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction within the control of the City of Las Vegas in New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)



 (PRINTED NAME, POSITION)

10/22/19

 DATE

Tonita Giron - Giron Mayor

 (PRINTED NAME, POSITION)

10/22/19

 DATE



City of Las Vegas

318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346



David T. Bibb III
Chief of Police

TO: Tana Vega, Interim Finance Director

FROM:

Beatrice Salazar
Beatrice Salazar
Grants Administrator

DATE: November 8, 2019

RE: Request for Budget

Attached you will find copies of the grant agreement from Traffic Safety Bureau and a budget breakdown for the 2020 ENDWI, Buckle Up and STEP Grant Funds. The contract was already approved by Mayor and the City Attorney at the end of last month and it will go before Mayor and Council. These are being forwarded to you in order to receive DFA approval to expend funds.

The line item we have been using for this fund is 253. If you have any questions or concerns, feel free to contact me.

XC: File

Agreement / Contract

No. 3136-15

City of Las Vegas

Date

CONTRACT NUMBER: TS04678

GRANTEE DUNS NUMBER: 627298516

VENDOR NUMBER: 000054343

GRANT AGREEMENT

This Grant Agreement (**Agreement**) is between the New Mexico Department of Transportation (**Department**) and City of Las Vegas (**Grantee**), collectively referred to as "the Parties." This Agreement is effective as of the date of the last party to sign it on the signature page below. The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following projects:
 - (a) End Driving While Impaired (**ENDWI**), Project No. 20-AL-64-050, \$11,781.00;
 - (b) Buckle Up (**BKLUP**)/Click It or Ticket (**CIOT**), Project No. 20-OP-RF-050, \$3,079.00;
 - (c) Selective Traffic Enforcement Program (**STEP**)/100 Days and Nights of Summer (**DNOS**), Project No. 20-PT-RF-050, \$7,560.00;
 - (d) Total Funding awarded per this Agreement \$22,420.00.
2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibits: **Exhibit A** - ENDWI; **Exhibit B** - BKLUP/CIOT; **Exhibit C** - STEP/DNOS.
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely, properly prepared reimbursement requests as provided in the Department's Electronic Grant Management System or the Traffic Safety Division Financial Management Manual 2019, as directed by the Department. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than thirty (30) days after termination of this Agreement, unless otherwise approved by the Department.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty days of written notice.

5. **Officials Not to Benefit.** The Parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.
6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) days written notice. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement and by giving the Department thirty (30) days' written notice. The Parties acknowledge that termination will not nullify obligations incurred prior to termination.
7. **Appropriations.** The Grantee acknowledges that:
 - (a) this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
 - (b) if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
 - (c) the Department will not expend any funds until they are approved for expenditure, and the Department's determination as to whether approval has been granted will be final.
8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:
 - (a) Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21;
 - (b) all federal and state laws, rules, and regulations, and executive orders of the Governor of the state of New Mexico pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15 (and in accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age, disability, or other protected class will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement; if the Grantee it is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation);
 - (c) state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related regulations;
 - (d) 2 C.F.R. 200, Subpart F - Audit Requirements, Sections 200.500 - 200.521; and
 - (e) those sections in Exhibit D labeled "applies to subrecipients as well as states."
9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or email; and be addressed as follows:

to the Department at:
New Mexico Dept. of Transportation
Attn: Traffic Safety Division
P.O. Box 1149
Santa Fe, NM 87504

to the Grantee at:
Las Vegas Police Department
Attn: Chief
318 Moreno Street
Las Vegas, NM 87701

10. **Severability.** The terms of this Agreement are lawful; performance of all duties and obligations shall confirm with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The Parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.
11. **Tort Claims.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended. This paragraph is intended only to define the liabilities between the Parties and it is not intended to modify in any way, the Parties' liabilities as governed by common law or the New Mexico Tort Claims Act.
12. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.
13. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2.
14. **Term.** This Agreement takes effect upon signature of all Parties. If the Grantee does not deliver the signed Agreement to the Department within sixty (60) days of the Department's signature, the Agreement will be voidable by the Department. The Agreement terminates at 12:00 a.m. on September 30, 2020, unless earlier terminated as provided in Section 6 or Section 7.
15. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this Agreement.
16. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the Parties.
17. **No Third-party Beneficiary.** This Agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.
18. **Scope of Agreement and Merger.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of the Agreement and supersedes all other Agreements, whether written or oral, between the Parties, except that this Agreement does not supersede the Grantee's rights under any other grant agreement.

- 19. Disadvantaged Business Enterprise.** The following provision applies to a USDOT-assisted federally funded Agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

The remainder of this page is intentionally left blank.

Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: [Signature]
Cabinet Secretary or Designee

Date: 10/31/19

CITY OF LAS VEGAS
By: [Signature]
Interim City Manager
Title: Chief of Police

Date: 9-26-2019

Approved as to form and legal sufficiency.

By: [Signature]
Assistant General Counsel
Department of Transportation

Date: 2019.09.23

Approved as to form and legal sufficiency.

By: [Signature]
Title: City Attorney

Date: 10.18.19

DWI Grant

253-0000-710-66-16

expires 09/30/20

LINE - ITEM	DESCRIPTION		BALANCE
		TOTAL FUNDING	\$ 11,781.00
LINE ITEM	EXPENDITURES	ORIGINAL BUDGET	ANTICIPATED
			ROLLOVER
253-0000-710-66-16	Overtime	\$ 11,781.00	\$ -
	TOTAL BUDGET	\$ 11,781.00	\$ -

STEP

253-0000-710-6613

expires 09/30/20

LINE-ITEM	DESCRIPTION		BALANCE
		TOTAL FUNDING	\$ 7,560.00
LINE ITEM	EXPENDITURES	ORIGINAL BUDGET	ANTICIPATED
			ROLLOVER
253-0000-710-6613	Overtime	\$ 7,560.00	
	TOTAL BUDGET	\$ 7,560.00	



Tana Vega <tana@lasvegasnm.gov>

Re Packer Trucks previously discussed

1 message

Maria Gilvarry <gilvarrym@lasvegasnm.gov>
To: Tana Vega <tana@lasvegasnm.gov>

Thu, Nov 21, 2019 at 1:58 PM

Tana,

City of Las Vegas Solid Waste division is planning to purchase one or two packer trucks. One residential and one commercial.

The residential truck is the priority.

To cover the cost of the vehicle(s) I am requesting a BAR at the next possible opportunity.

The cost of the residential truck is \$265,018.00 with a possible \$17,000 (price being verified) for an extended warranty. Staff are performing a cost benefit analysis on the extended warranty.

The cost of the commercial truck is \$254,506.00 with a possible additional \$17,000 (price being verified) for an extended warranty.

Requesting a BAR for either one vehicle at \$65,018 or two vehicles at \$336,524.

Would you be ok with this being presented at the same City Council meeting or waiting until the City Council meeting after the BAR is approved/disapproved?

Would the presentation on the vehicles help support the BAR request?

Please let me know if you have any questions, concerns or comments.

--

Maria Gilvarry

Utilities Director
City of Las Vegas, NM
E-Mail: Gilvarrym@lasvegasnm.gov
Office: (505) 454-3832
Fax: (505) 454-1632

THIS MESSAGE IS INTENDED ONLY FOR THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS CONFIDENTIAL, PRIVILEGED, AND EXEMPT FROM DISCLOSURE. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE DELETE IT FROM YOUR SYSTEM WITHOUT COPYING, PRINTING OR FORWARDING IT, AND NOTIFY US BY REPLY EMAIL OR BY CALLING (505) 426-3314. THANK YOU.

City of Las Vegas

Solid Waste Department

Proposed Side Load Collection Truck





6521 Hanover Road NW
 Albuquerque, NM 87121
 505-875-3410

Customer Proposal Letter

RESIDENTIAL

City of Las Vegas
 1700 N. Grand Ave.
 Las Vegas, NM 87701
 (505) 429-8379

Alvin Jiron, thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

VEHICLE

Make Peterbilt Model 520 Year 2021 Stock Number To Be Determined
 Additional Vehicle and Accessories Description _____ To be delivered on or about _____

	1	Total
Quantity	1	
Truck Price per Unit	\$271,701.00	\$271,701.00
F.E.T. (Factory & Dealer Paid)	\$0.00	\$0.00
Net Sales Price	\$271,701.00	\$271,701.00
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	\$250.00	\$250.00
Administration Fee		
Vehicle Inventory Tax		
Additional Taxes		
Tire Recycling Program		
Battery Disposal Fee		
Out of State Vehicle Fee		
Rebate(s)		
Total Sales Price (Including Rebate(s))	\$271,951.00	\$271,951.00
Trade Allowance (see DISCLAIMER Below)		\$0.00

Sales Representative	_____	Carlos Arreola
Purchaser	signature _____	printed name _____
	signature _____	printed name _____
Accepted by Sales Manager or General Manager	title _____	date _____
	signature _____	printed name _____

Quote good until 2/3/2020 **Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.**

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.



RENEWAL OF CONTRACT
made by and between
COOPERATIVE EDUCATIONAL SERVICES
And
RUSH TRUCK CENTER

Said Contract(s) being numbered.
16-019B-C105-ALL Medium and Heavy Duty Trucks

This Contract's initial one (1) year Term commenced on April 29, 2016 and will expire on April 28, 2019. The Term of Contract in 2016-019 RFP C provides the Contract may, by mutual written agreement, be renewed annually for up to three (3) additional one (1) year terms, for up to four (4) years total, through April 28, 2020. Cooperative Educational Services hereby wishes to renew the Contract through the remainder of the four-year term expiring on April 28, 2020. Upon signature of an authorized officer of the above-named company or corporation, the Contract is hereby renewed

This renewal shall be subject to the same Terms and Conditions contained in the original Request for Proposal documents, contract changes and/or updates.

PRICE ADJUSTMENTS

A written request to CES for a price adjustment to this contract must in be accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature *[Signature]* Date March 20, 2019

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

CONTRACT HOLDER

Authorized Signature *[Signature]* Date 3/20/2019

Printed Name KEVIN C. WALKER Title GENERAL MANAGER

NOTE: This Contract Renewal should be received by 4:00 p.m. at the offices of CES on 03/30/19

If you do not wish to renew this Contract, please sign below and return this agreement.

Terminate: We wish to terminate this Contract effective 03/30/19

Authorized Signature _____ Date _____

Printed Name _____ Title _____



Rush Trk Ctrs Of New Mx (A269)
 6521 Hanover, N.W.
 Albuquerque, New Mexico 87121

City Of Las Vegas
 1700 N Grand Ave
 Las Vegas, New Mexico 87701
 United States of America

Carlos Arreola
 Phone: 505-506-1268
 Email: arreolac@rush-enterprises.com

Phone:
 Email:

Vehicle Summary

	Unit		Chassis	
Model:		Model 520	Fr Axle Load (lbs):	20000
Type:		Full Truck	Rr Axle Load (lbs):	46000
Description 1:		Las Vegas ASL	G.C.W. (lbs):	66000
Description 2:		Las Vegas ASL		
	Application		Road Conditions:	
Intended Serv.:		Refuse/On-Highway	Class A (Highway)	100
Commodity:		Refuse, Scrap, Recycling	Class B (Hwy/Mtn)	0
			Class C (Off-Hwy)	0
			Class D (Off-Road)	0
	Body		Maximum Grade:	6
Type:		Commercial Front Loader	Wheelbase (in):	225
Length (ft):		24	Overhang (in):	54
Height (ft):		13.5	Fr Axle to BOC (in):	0.1
Max Laden Weight (lbs):		1000		
			Cab to Axle (in):	224.9
	Trailer		Cab to EOF (in):	278.9
No. of Trailer Axles:		0	Overall Comb. Length (in):	336.6
Type:				
Length (ft):		0	Special Req.	
Height (ft):		0		
Kingpin Inset (in):		0		
Corner Radius (in):		0		
	Restrictions			
Length (ft):		40		
Width (in):		102		
Height (ft):		13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Sales Code	Std/Opt	Description	Weight
Base Model			
0005201	S	Model 520 Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	16,475
0091180	S	Refuse, Scrap, Recycling	0
0093035	S	Refuse/On-Highway Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills.	0
0095360	O	Automated Side Loader A lift-equipped truck used to load waste from the front into the body on commercial routes. The load is removed by a tilt of the truck body.	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ip0 MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0
Configuration			
0200700	S	Not Applicable Secondary Manufacturer	0
Frame & Equipment			
0514160	O	10-3/4" Steel Rails 306-342" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	193
0601500	O	Full Steel Inner Liner	679
0611330	O	Zinc Coated Anti Corrosion Treated Frame Rails Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	4
0620160	O	FEPTO Provision 4-7/8in Bumper Extension Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	45
0644090	S	EOF Square without Crossmember For use with body builder installed crossmember.	0
0651090	S	Omit Rear Mudflaps and Hangers	0

Price List January 1, 2019

See Last Pages A51

Printed On: 7/13/2019 4:03:24 PM

Page Number: 2 of 13

Date: 7/13/2019 4:03:24 PM



Sales Code	Std/ Opt	Description	Weight
0713130	O	(2) Solid Mount Cable Hooks	0

Front Axle & Equipment

1011360	O	Dana Spicer D2000F 20,000 lb, 3.5 in. Drop Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	0
1114040	O	Taper Leaf Springs, Shocks 23,000 lb Standard with Heavy Resistance Shocks.	193
1243010	S	Power Steering Sheppard M100 Dual For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0
1354850	S	PHP10 Iron PreSet PLUS Hubs-Air Disc Preset iron hub assemblies are designed for demanding conditions and require less maintenance while still offering dependability and superior performance. Precisely engineered to minimize roller stress under heavy loads and increase bearing life when used in demanding conditions such as wide-based single wheels and misalignment due to spindle wear.	0
1354870	S	Severe Service Disc Brake Rotor For refuse applications, providing the braking torque necessary to slow or stop the vehicle.	0
1380230	O	Dana Spicer 5" Drop IPO 3.5", Front Axle 5" drop (127 MM) provides lower chassis suspension and profile. Offers maximum maneuverability and the light weight solution. Available for a variety of brakes.	0
1380240	O	Dana Spicer Wide Track IPO Standard Dana Spicer wide track front axles offer added stability and deliver greater turn angles. 71in KPI IPO 69in for E1202, E1322, E1462, D2000F front axles.	15
1380290	S	Bendix Air Disc Front Brakes Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations.	0

Rear Axle & Equipment

1523340	S	Dana Spicer D46-170 46,000 lb Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved	0
---------	---	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---

Price List January 1, 2019

Deal Las Vegas ASL

Printed On: 7/18/2019 4:08:24 PM

Date: 7/18/2019

Dist. Number: 9010-512387-0000



Sales Code	Std/Opt	Description	Weight
		fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	
1616300	O	PHP10 Iron PreSet PLUS Hubs	0
1632650	S	Long Stroke Parking Brakes, Drive Axle(s)	0
1680440	O	Refuse Service Brakes, Steer And Drive Axles Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.	0
1680450	O	Rear Brake Camshaft Reinforcement Rear brake camshaft reinforcement helps guard against wear and corrosion.	9
1680460	O	Heavy Wall, Drive Axle(s)	88
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
1682710	O	Anti-Lock Braking System (ABS) 6S6M ABS-6. Includes air braking system.	35
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
1687010	O	Bendix Air Cam Rear Drum Brakes 16.5x7 Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0
1704780	O	Ratio 4.78 Rear Axle	0
1827420	O	Chalmers 854, 46,000 lbs, 54" Axle Spacing	110
1921200	O	Low Mount Saddle Height, Chalmers	0
1921250	O	High Stability Restrictor Can, Chalmers #29	0
Engine & Equipment			
2074507	O	PACCAR PX-9 370@1900 GOV@2100 1250@1400 Performance (2017 Emissions) N21320 N205 120...Standard Maximum Speed Limit N21470 P062 NO...Cruise Control Auto Resume (N21480 P068 NO...Auto Engine Brake in Cruise N21450 P026 NO...Gear Down Protection (P026) N21440 P015 YES...Engine Protection Shutdown (0

Price List - January 1, 2019

Des: Las Vegas AS

Printed On: 7/18/2019 4:05:24 PM

Date: July 18, 2019

Quote Number: 1010-012053-0001



Sales Code	Std/ Opt	Description	Weight
		N21350 P001 68....Maximum Accelerator Pedal Ve	
		N21370 P059 68....Maximum Cruise Speed (P059)	
		N21590 P230 YES...Enable Hot Ambient Automatic	
		N21530 P233 YES...Enable Impending Shutdown Wa	
		N21540 P234 60....Timer For Impending Shutdown	
		N21460 P046 1400..Max PTO Speed (P046)	
		N21520 P030 5.....Timer Setting (P030)	
		N21570 P031 NO....Idle Shutdown Manual Overrul	
		N21610 P172 40....Low Ambient Temperature Thre	
		N21630 P171 80....High Ambient Temperature Thr	
		N21510 P520 YES...Enable Idle Shutdown Park Br	
		N21430 N201 0.....Reserve Speed Limit Offset (
		N21410 N202 0.....Maximum Cycle Distance (N202	
		N21400 N203 252...Reserve Speed Function Reset	
		N21420 N206 10....Maximum Active Distance (N20	
		N21340 P112 120...Hard Maximum Speed Limit (P1	
		N21550 P516 35....Engine Load Threshold (P516)	
		N21620 P173 60....Intermediate Ambient Tempera	
		N21330 N207 0.....Expiration Distance (N207)	
		N21500 N209 0.....Expiration Distance (N209)	
2091310	O	Engine Idle Shutdown Timer Disabled	0
2091315	O	Enable EIST Ambient Temp Overrule	0
2091320	O	Enable EIST in PTO Mode	0
2091372		Eff EIST NA Expiration Miles	0
2091640		Effective VSL Setting NA	0
2140200	S	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0
2147460	S	Bed Plate for PX-9, L9N Engines Designed to increase engine longevity by incorporating a stiffener bracket on the bottom side of the engine, inside the oil pan, for additional reinforcement. Required for all PX-9/L9N refuse applications and recommended for other high load 9-liter applications.	0
2513070	O	200 Amp Alternator, Standard Brush Bosch Long Haul Extreme, standard brush, 170-200 Amps. Dual internal cooling fans, and externally-mounted rectifier and regulator.	0
2521090	O	Immersion Type Block Heater 110-120V Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	2
2522110	O	PACCAR 12V Starter, N/A PACCAR MX Engines	0

Printed On: January 1, 2019

Deal: Las Vegas ASL

Printed On: 7/18/2019 4:08:24 PM

Date: July 18, 2019

Order Number: 000-512053-73M7X



Sales Code	Std/Opt	Description	Weight
		PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	
2538040	S	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0
2539740	O	Kissling Battery Disconnect Switch, 300 amp Mounted on battery box	3
2621000	S	2-Speed Fan Clutch For Frequent Start/Stops A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0
2723210	S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0
2921110	S	PACCAR Fuel/Water Separator Standard Service PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0
2921210	S	No Fluid Heat Option for Fuel Filter	0
2921310	S	No Electric Heat Option for Fuel Filter	0
3010400	O	Engine Protection Shutdown Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.	0
3120320	O	Bugscreen-Removable Type Grille Mtd Additional clips at bottom of bugscreen.	0
3120450	S	Stainless Steel Grille	0
3261980	S	Heavy Duty Air Cleaner Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
3281750	O	Pre-Cleaner ECG	13
3365300	S	Exhaust Vertical LH DPF/SCR LH Back of Cab Vertical (2017).	0
3381860	O	Exhaust 90 Degree Diffuser	0



Sales Code	Std/Opt	Description	Weight
Transmission & Equipment			
4052410	O	Allison 4000 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support except on MX engines, TranSynd Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Suited for vehicles operating on/off highway and/or requiring PTO operation. Forward ratios: 1st-3.51, 2nd-1.91, 3rd-1.43, 4th-1.00, 5th-0.74, 6th-0.64. Reverse ratios: DR-(4.80).	390
4210190	O	1810 HD Driveline, 1 Midship Bearing 4.5in x .180 wall tubing	15
4216590	O	1710 Driveline Interaxle For tandem rear axles	-50
4250900	O	Main Transmission Rear Support Additional rear support for the transmission to provide a firm, durable design that improves stabilization of the drivetrain in rugged terrain	11
4252840	S	Allison FuelSense 2.0 Plus Features include: EcoCal shift technology keeps the engine speed at the most efficient level, DynActive Shifting system incorporates a learning algorithm that selects variable shift points to find the ideal balance of fuel economy and performance, based upon the vehicle specifications and environmental parameters. This is valuable for applications with heavy start-stop needs like refuse, city delivery, and construction and Neutral at Stop reduces or eliminates the load on the engine when vehicle is stopped, lowering fuel consumption and emissions.	0
4252940	S	Allison Neutral At Stop Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and CO2 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0
4256020	S	Console Mounted Push Button Shifter Allison transmissions	0
4256710	O	Allison 6-Speed Configuration, Close Ratio Gears Allison 4000 transmission only	0
4256870	O	Allison Output Function S Neutral Indicator For PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is switched On. Also, with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0



Sales Code	Std/Opt	Description	Weight
Air & Trailer Equipment			
4510330	S	Bendix AD-IS EP Air Dryer, Heater Coalescing filter, extended purge	0
4520420	O	Pull Cords All Air Tanks	1
4540420	S	Nylon Chassis Hose	0
4543320	S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0
Tires & Wheels			
5030510	O	FF: GY 20ply 425/65R22.5 G296 MSADSeal Diameter= 44.4 inches; SLR= 20.6 inches	62
5133390	O	RR: GY 16ply 11R22.5 G182 RSD GHG Diameter= 42.1 inches; SLR= 19.6 inches	88
5190008	S	Code-rear Tire Qty 08	0
5220090	O	FF: Alcoa 823627 22.5X12.25 Clean Buff Finish Aluminum	-82
5310600	S	RR: Accur Stl Armor 50291PK 22.5X8.25 Heavy Duty, Two Hand Holes	0
5390008	S	Code-rear Rim Qty 08	0
Fuel Tanks			
5556190	O	26" Aluminum 100 Gallon Fuel Tank LH BOC Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	18
5604100	O	Location LH BOC 100 Gallon	0
5650140	O	Fuel Tank Fill Rear Not available on under cab fuel tanks	0
5650490	S	Fuel Cooler Required with single fuel tank	0
5650810	O	Polish (1) Aluminum Fuel Tank	0
5652890	S	DEF Tank Mounted LH BOC Models 220 and 520 mounted left-hand cab fender	0

Price List as of January 1, 2019

Deal Las Vegas ASL

Printed On: 7/18/2019 4:05:24 PM

Date July 18, 2019

Quote Number: 000-5-2753-2019



Sales Code	Std/Opt	Description	Weight
5652990	S	Standard DEF to Fuel Ratio 2:1 Or Greater	0
5655069	S	DEF Tank 520	0
Battery Box & Bumper			
6021500	S	Steel Space Saver Battery Box LH Back Of Cab	0
6121700	S	Steel Bumper Channel Painted Includes two front tow eyes with pins	0
Cab & Equipment			
6501080	S	53in LCF ProBilt Cab LH Drive Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, full insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, pull down windshield sunshade, 16in steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls and 12V power connection behind header cover, rear cab corner windows, 18in bolt-on step each side, self-canceling turn signals and front directional and side mounted turn signals	0
6800500	S	4.5" Rubber Flares on Cab and Wheel Well Fenders	0
6914090	O	Sears C2 Plus Driver Seat Features contoured metal seat and back pans, ergonomically contoured cushions - 20" wide, recliner, 5.25" total suspension travel, shock absorber. Available in cloth or molded vinyl.	0
6921720	S	Peterbilt Passenger Seat	0
6930060	O	Driver Seat Heated Includes heating elements in the lower cushion and backrest. Temperature is preset for optimum comfort and controlled by a high/low switch and an on/off switch next to the adjustment valves on the seat. Available w/Peterbilt, Ultraride and Sears seats.	0
6931120	O	Seat Belt Color Orange IPO Standard Black	0
6939400	O	Air Ride Driver	43
6939430	O	Mid Back Driver	0
6939470	S	Vinyl Driver	0
6939510	S	Non-Air Ride Passenger	0

Price Level: January 1, 2019

Deal: Las Vegas ASL

Printed On: 7/18/2019 4:08:24 PM

Date: July 18, 2019

Quote Number: QJQ-612353-2617X



Sales Code	Std/Opt	Description	Weight
6939540	S	Low Back Passenger	0
6939570	S	Vinyl Passenger	0
7000000	S	Gray Interior Color Includes ABS gray headliner & rear cab panel, gray vinyl engine tunnel cover. For LH, RH, and dual steer dual seated power windows are standard on both doors. For dual steer RH stand-up the LH window is power and the RH window is a manual sliding window.	0
7001520	S	Adjustable Steering Column - Tilt/Telescope	0
7001620	S	Steering Wheel With Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0
7040020	O	Diamond Plate Floor Covering on Driver side floor in place of Rubber Mat. In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	6
7220130	S	Rear Window Back of Cab Standard Tint 18.5in X 54in	0
7230350	S	2-Piece Flat Windshield	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
7330920	O	(2) Defroster Fan On Rear Header	60
7410040	O	Outside Sunvisor - Stainless Steel Not available with 2.1M high roof sleeper.	4
7561260	S	Black LH/RH Tri-plane Mirrors, Heated, Motorized, Mounted to Doors. Features: Heated on All Three Surfaces, Upper/Lower Mirrors are Convex and Middle is a Flat Pane Motorized Mirror.	0
7610020	S	(1) Air Horn 15" Painted Mounted under cab.	0
7725715	O	ConcertClass Without CD, Includes BT Phone and Audio, AM/FM, WB, USB and MP3.	10
7725740	O	Midlevel Speaker Package For Cab (4) Speakers	6
7728020	O	Bluetooth Located On Driver Side	0
7788055	S	SmartLINQ Remote Diagnostics SmartLINQ is Peterbilt's proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no	0

Price List January 1, 2015

Deal Las Vegas ASL

Printed On: 7/18/2015 4:09:24 PM

Date: July 18, 2015

Quote Number: 003-512503-180740



Sales Code	Std/ Opt	Description	Weight
		additional charge. SmartLINQ is compatible with any telematics system and doesn't require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available. SmartLINQ is standard with MX-13 engines and available on Models 579, 567, 389, 367 and 365.	
7851330	O	Cab Tilt Pump Air Assist	0
7851870	O	Rain Gutters Over Driver and Passenger Doors	8
7852150	S	Peterbilt Pantograph Windshield Wipers With intermittent feature.	0
7900090	O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	13
7900970	S	Backup Alarm Wiring To EOF	0
8011400	S	Main Transmission Oil Temperature Gauge Located in Driver Information Display	0
8021015	O	Air Application Gauge Located in Driver Information Display	0
8021315	S	Air Restriction Indicator Mounted on exhaust stanchion	0
8031120	O	Warning Light Battery Disconnect, Switch Engaged Marker light external mounted	0
8070010	O	Up To (4) Additional Electric Switches Without wiring	1
8070260	O	Switch To Deactivate Bendix ATC Traction Control Bendix ATC is required on the specification. Switch is to temporarily disable the Traction Control in extreme conditions such as snow, ice or mud. The ATC warning light will display in a constant state.	0
8071025	O	Manifold Pressure Gauge Located in Driver Information Display	0
8071285	O	Suspension Pressure Gauge Located in Driver Information Display	0
8110090	S	Headlights Single Rectangular Halogen	0
8120570	S	(5) LED Clearance With (2) LED Marker Lights Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0
8133900	S	None Furnished Stop/Tail/Backup Lights Available with full truck only, not available with tractor	0
Paint			
8500710	S	Standard Paint Color Selection	0
8530770	O	(1) Color Axalta Two Stage - Cab/Hood	0

Price Level: January 1, 2019

Deal Las Vegas ASL

Printed On: 7/18/2019 4:05:24 PM

Date: Jul 18, 2019

Quote Number: Qu0-512057-rcM74



Sales Code	Std/Opt	Description	Weight
		Base Coat/Clear Coat	
		N85020 A - L0006EY WHITE	
		N85700 BUMPER L0001EA BLACK	
		N85500 CAB ROOF L0006EY WHITE	
		N85200 FRAME L0001EA BLACK	

Shipping Destination

8999990	O	Shipping Destination Other Than Dealer (Specify by narrative)	0
---------	---	------------------------------------------------------------------	---

Options Not Subject To Discount

9400090	S	Peterbilt Class 8 Standard Coverage 1 year/100,000 Miles (160,000 km)	0
9400094	S	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0
9408982	O	Vehicle Layout Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this. <i>Narr</i> RAY GAMEZ RGAMEZ@AMREPINC.COM FRONT END LOADER	0

Miscellaneous

9409800	O	2017 EPA Emissions Engine Warranty Only	0
9409869	O	Presentation Created With SmartSpec	0
9409960	O	Presentation Created Using Featured Spec For Model	0

Promotions

Order Comments

Price Level: January 1, 2019

Dist: Las Vegas ASL

Printed On: 7/18/2019 4:08:24 PM

Date: July 13, 2019

Order Number: QV05-572053-281749



Total Weight

18,574

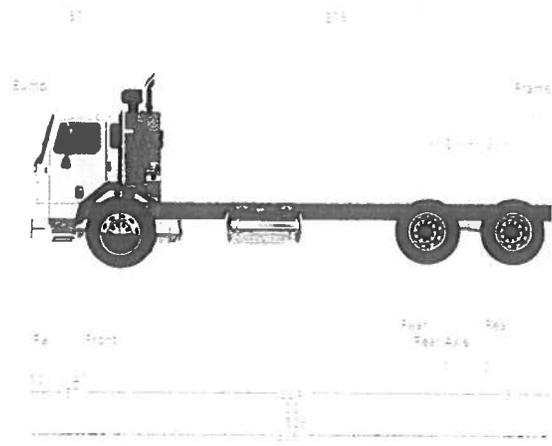
Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

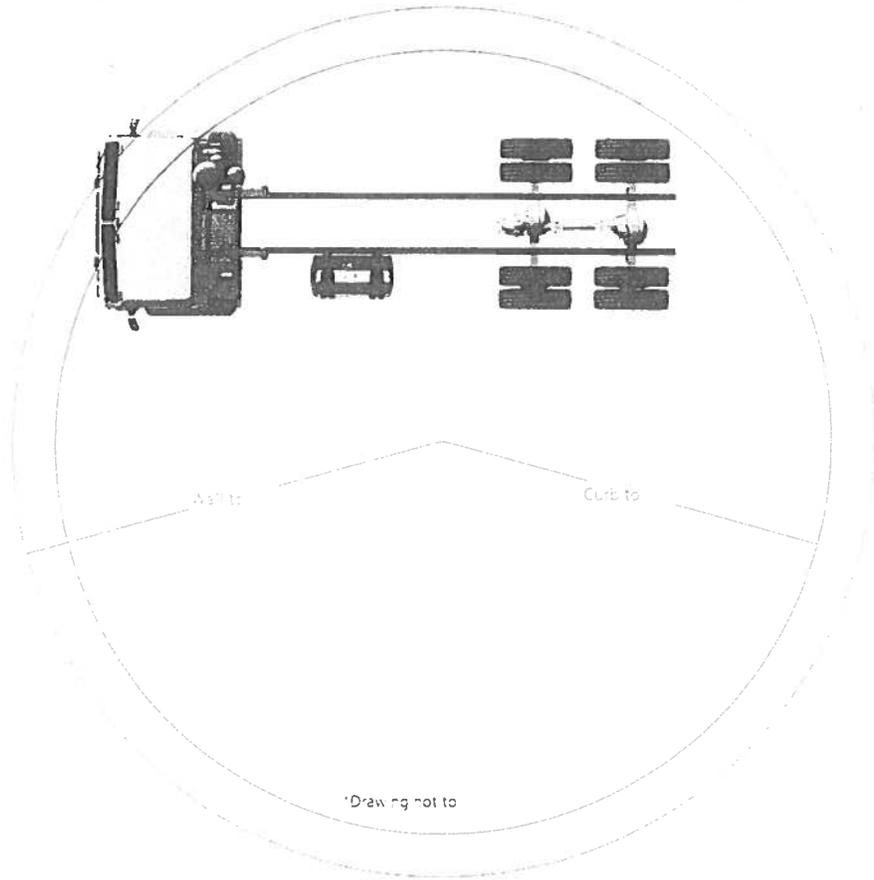
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

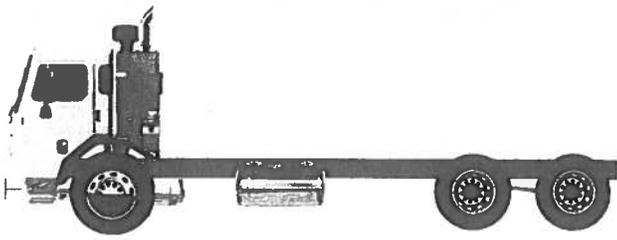


Dimension	Measurement	Start	End
Axle Spacing	54	199	253
Bumper to Back of Cab	57.7	57.6	0.1
Bumper to Front Axle	57.6	57.6	0
Bumper to Front Frame	10.5	57.5	47.3
Cab to End of Frame	178.9	0.1	278
Cab to Rear Axle	224.0	0.1	225
Effective Bumper to Back Of Cab	57.7	57.6	0.1
Frame Length	320.3	47.3	279
Front Axle to Back of Cab	0.1	0	0.1
Front of Frame to Axle	47.3	47.3	0
Load Space	273.0	0.1	478
Overall Length	355.6	57.6	275
Overhang	54	225	279
Pusher Offset #1	0	199	225
Pusher Offset #2	0	198	225
Pusher Offset #3	0	198	225
Tag Offset	0	225	252
Wheelbase	225	0	225



LEFT TURN RADIUS		RIGHT TURN RADIUS	
Curb to Curb	33.1	Curb to Curb	32.8
Wall to Wall	35.9	Wall to Wall	35.4

VEHICLE SUMMARY			
Truck	Model 520j Full Truck	Wheelbase	225
Axle	Dana Spicer D200DF 20,000 lb. 3.5 in. Drop	Weight	18574
Tire	FF GY 20by 425/69R22.5 G396 MSADSeal		
Wheel	FF Alcoa 823527 22.5X12.25 Clean Buff Finish		



Recommended payload center of gravity to achieve specified ground loads
 measured from centerline of drive axles, 38 in. from the centerline of the drive
 axles.

Weight (lbs)	Front	Rear	Total
Chassis	11279	7295	18575
Tools/Driver	417	42	375
Fuel & DEF	492	295	788
Max Payload	7612	33450	41062
Auxiliary Payload	0	0	0
Total	20000	48000	68000
Specify Ground Load	20000	48000	

Auxiliary Payload

Item	Locator from FA CL	Weight	Point Descriptor
Load Point #1			
Load Point #2			
Load Point #3			
Component(s)		0	Composite Total

FA wheel's delonghi is 0 inches
 Selected rear most setting is 0 inches
 Wheelbase measurement 225 inches
 Overhang measurement 54 inches

Configuration	Model 520 Full Truck GVW: 66900
Quote DTPO/CO	QUOS12053-X5V7x1
Engine	2074507 PACCAR P7 5370 @ 1900 GVW @ 2100 1250 @ 1400
Transmission	4052410 Allison 4000 RDS P Transmission, Gen 5
Rear Axle	1523340 Dana Spicer D46-70 46 JOC id
Rear Tire	5133390 RR GV 16ply 11R22.5 G182 RSD G-G Revs/Min 495
Operating Conditions	01: Rolling Resistance

Startability	
Transmission Ratio	Maximum Starting Grade
3.51	12.07
1.91	6.57

Engine RPM	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100
Gross Torque	1100	1200	1250	1280	1200	1145	1080	1033	972	914
Net Torque	1031	1055	1143	1145	1069	1047	969	937	891	837
Net HP	229	271	305	327	335	339	339	339	333	335

Gear Ratios: TRN (1): 3.51 RAX (1): 4.78	
Speed (MPH)	8.6 9.3 10.0 10.7 11.5 12.2 12.9 13.6 14.3 15.0
Grade (%)	14.6 16.0 16.9 16.9 16.1 15.3 14.4 13.6 12.5 12.0

Gear Ratios: TRN (2): 1.91 RAX (1): 4.78	
Speed (MPH)	15.8 17.1 18.4 19.8 21.1 22.4 23.7 25.0 26.3 27.7
Grade (%)	7.5 8.3 8.7 8.7 8.4 7.9 7.4 7.0 6.6 6.2

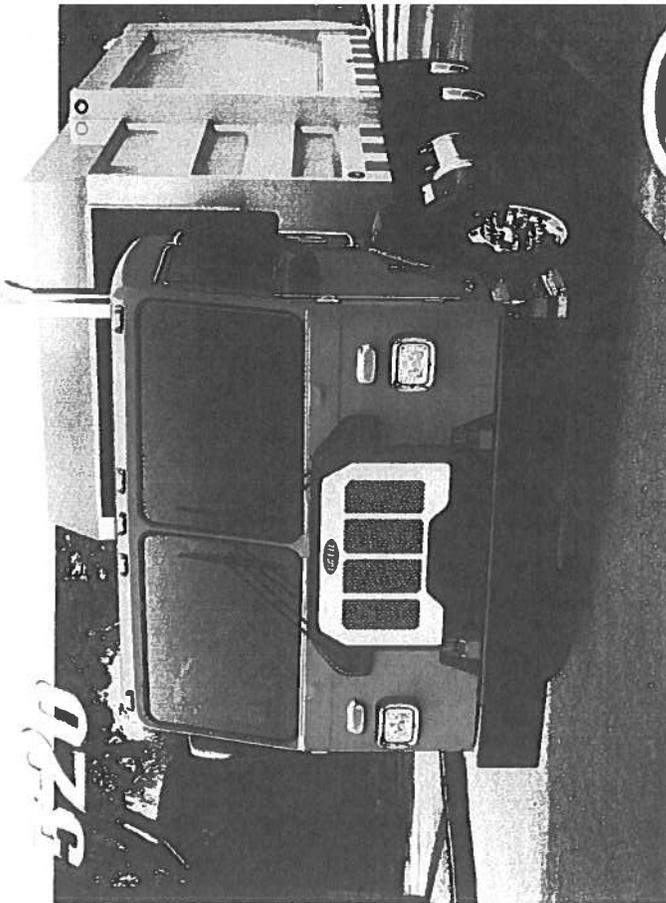
Gear Ratios: TRN (3): 1.43 RAX (1): 4.78	
Speed (MPH)	21.1 22.9 24.6 26.4 28.1 29.9 31.7 33.4 35.2 36.9
Grade (%)	5.6 6.0 6.3 6.4 6.1 5.7 5.4 5.1 4.8 4.6

Gear Ratios: TRN (4): 1 RAX (1): 4.78	
Speed (MPH)	30.2 32.7 35.2 37.7 40.2 42.8 45.3 47.8 50.3 52.8
Grade (%)	3.6 4.0 4.2 4.1 4.0 3.8 3.6 3.3 3.1 2.9

Gear Ratios: TRN (5): 0.74 RAX (1): 4.78	
Speed (MPH)	40.8 44.2 47.6 51.0 54.4 57.8 61.2 64.6 68.0 71.4
Grade (%)	2.6 2.8 2.6 2.9 2.8 2.6 2.4 2.3 2.1 2.0

Gear Ratios: TRN (6): 0.64 RAX (1): 4.78	
Speed (MPH)	47.2 51.1 55.0 58.9 62.9 66.8 70.7 74.7 78.6 82.5
Grade (%)	2.1 2.3 2.1 2.5 2.3 2.2 2.0 1.9 1.8 1.6

Engine RPM	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100
Gross Torque	1100	1200	1250	1280	1200	1145	1080	1033	972	914
Net Torque	1031	1055	1143	1145	1069	1047	969	937	891	837
Net HP	229	271	305	327	335	339	339	339	333	335



520

PACCAR FINANCIAL
 PACCAR Financial Services offers financing, leasing, and insurance solutions for Peterbilt trucks. For more information, visit www.paccarfinancial.com or call 1-800-447-7273.

PACCAR PARTS
 PACCAR Parts offers a full line of Peterbilt truck parts and accessories. For more information, visit www.paccarparts.com or call 1-800-447-7273.

PACCAR TRUCKS
 PACCAR Trucks offers a full line of Peterbilt trucks and accessories. For more information, visit www.paccartrucks.com or call 1-800-447-7273.

Peterbilt

DEALER SUPPORT
 Peterbilt dealers offer a full range of services, including parts, service, and training. For more information, visit www.peterbilt.com or call 1-800-447-7273.



Peterbilt

© 2008 Peterbilt Truck Group, LLC. All rights reserved. Peterbilt is a registered trademark of Peterbilt Truck Group, LLC. Peterbilt is a registered trademark of Peterbilt Truck Group, LLC. Peterbilt is a registered trademark of Peterbilt Truck Group, LLC.

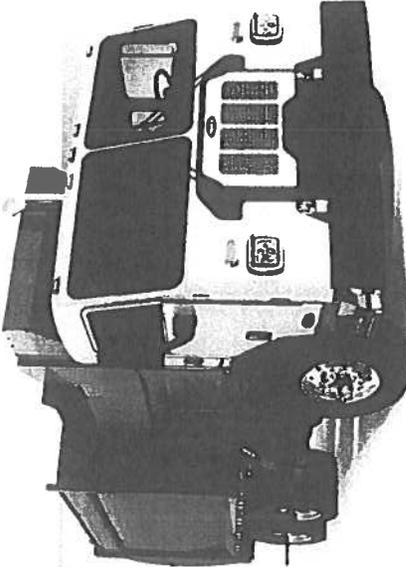
Jeep

**STREET TOUGH
MEETS
STREET SMARTS.**



PACCAR MX-11

POWER AND PERFORMANCE
A PACCAR MX-11 engine provides superior performance in a lightweight, compact design and is available with up to 430 net horsepower and 1,550 ft. lb. of torque.



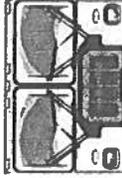
Paccar's new 2004 Super Duty is built to get the job done and has the dependability of the other industry. The truck's aluminum chassis is designed for a class-leading 100,000-mile warranty and fuel economy. Available for maximum durability and engine performance. Paccar's Super Duty is the most efficient (EPA 21/27/31 mpg) 12-cylinder Super Duty pickup truck in its class. Super Duty's multiple drive and axle configurations offer other engine options. The Super Duty's 12-cylinder engine is the most powerful in its class. The Super Duty's 12-cylinder engine is the most powerful in its class. The Super Duty's 12-cylinder engine is the most powerful in its class. The Super Duty's 12-cylinder engine is the most powerful in its class.

SUPERIOR INTERIORS.

The Super Duty features a newly redesigned cab that offers superior visibility and maneuverability. Available in both hard-top and soft-top configurations. Center console seats are now available. Power windows, mirrors and locks are standard. The Super Duty also features a 12-speaker audio system with 10 speakers and a 6-disc in-dash CD player.



The Super Duty features a newly redesigned cab that offers superior visibility and maneuverability. Available in both hard-top and soft-top configurations. Center console seats are now available. Power windows, mirrors and locks are standard. The Super Duty also features a 12-speaker audio system with 10 speakers and a 6-disc in-dash CD player.



VISIBILITY

The Super Duty features a newly redesigned cab that offers superior visibility and maneuverability. Available in both hard-top and soft-top configurations. Center console seats are now available. Power windows, mirrors and locks are standard. The Super Duty also features a 12-speaker audio system with 10 speakers and a 6-disc in-dash CD player.



16 AMP TECHNOLOGY

The Super Duty features a newly redesigned cab that offers superior visibility and maneuverability. Available in both hard-top and soft-top configurations. Center console seats are now available. Power windows, mirrors and locks are standard. The Super Duty also features a 12-speaker audio system with 10 speakers and a 6-disc in-dash CD player.



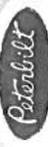
10 YEAR WARRANTY

The Super Duty features a newly redesigned cab that offers superior visibility and maneuverability. Available in both hard-top and soft-top configurations. Center console seats are now available. Power windows, mirrors and locks are standard. The Super Duty also features a 12-speaker audio system with 10 speakers and a 6-disc in-dash CD player.



SMARTPRO

The Super Duty features a newly redesigned cab that offers superior visibility and maneuverability. Available in both hard-top and soft-top configurations. Center console seats are now available. Power windows, mirrors and locks are standard. The Super Duty also features a 12-speaker audio system with 10 speakers and a 6-disc in-dash CD player.



For more information on the new Super Duty, contact your local Paccar dealer at www.paccar.com.

Model 520 ProBilt Duel Steer Standard Features

(Base Model Option Code 0005201)



FRAME

- Steel rails with gussets to maximize RBM.
- Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames. Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint.
- 3-piece C-Channel removable crossmember with cast gussets for serviceability.
- Rubber-lined clamps along frame rail to protect air & electric lines routed in frame.
- Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines.
- Front wheel mudflaps reduce road spray, help maintain a cleaner truck and better visibility.

STEER AXLE

- Set back front axle configuration provides exceptional maneuverability with a tight turning radius.
- Factory front axle alignment to improve handling and reduce tire wear.
- Zerk fittings on tie rod ends, kingpins, and draglink ball joints for ease of maintenance and help extend service life of components.
- Standard oil seals for long lasting leak protection.
- Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life.
- Glidekote splines on steering shaft extend service life of components.
- Back of cab mounted power steering reservoir for easy access.

DRIVE AXLE

- Laser factory axle alignment (accurate to .030 of an inch) to improve handling and reduce tire wear.
- Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life.
- Parking brakes on all drive axles for optimal performance.
- Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life.

ENGINES & RELATED SYSTEMS

- Selective Catalytic Reduction (SCR) System provides the most fuel efficient, reliable and cost effective solution to the 2010 EPA regulations. The SCR system consists of several new standard components on the truck - a dosing pump, a DEF tank, an injector and the SCR ammonia catalyst.
- Chevron Delo 400 LE SAE 10W30 engine oil is specially formulated for new low emissions engines.
- Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.
- Silicone radiator and heater hoses enhance value, durability and reliability.
- ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs.
- Back of cab mounted radiator coolant surge tank with coolant level view tube for quick and easy access.
- Low coolant level sensor warns of low coolant condition to prevent engine damage.
- Constant tension and torque band clamps reduce leaks.
- Thermal fuse in the air conditioning compressor clutch allows the pulley to free spin in the event of a compressor failure, thus reducing belt wear and vehicle downtime.
- Weather pack silicone sealed electrical chassis connectors enhance value, durability and reliability.
- 12 Volt System with circuit protection for reliable easy maintenance and service.
- High efficiency cooling system provides a large surface area for heat exchange.
 - Without FEPTO - 1242 sq. in. frontal area
 - With FEPTO - 1194 sq. in. frontal area
- Composite fan is light-weight but strong and corrosion resistant.
- Full fan shroud, ring and rubber boot improves under hood airflow and provides a robust fan-to-radiator shroud interface for greater cooling capacity.
- Anti-freeze effective to -30 degrees F helps protect the engine.
- Maintenance free 12V batteries provide reliable power for starting and accessories.
- Stranded copper battery cables are double aught (00) or larger to reduce resistance.
- Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.

- Polished stainless steel removable grille with a distinctive punched oval grille pattern provides a durable bright finish.
- Stainless steel flex exhaust tubing & clamps provide durability.
- Transverse back of cab above rails DPF packaged to maintain optimized body mounting position.
- 5" diameter chrome plated steel standpipe cools exhaust for safety.

TRANSMISSION & RELATED SYSTEMS

- Synthetic lubricant to reduce friction, improve efficiency and extend component life.
- Magnetic transmission oil drain plug captures and holds any metal fragments in transmission oil to extend service life.
- Coated driveshaft splines extend service life.
- Configured clutch with manual transmission to simplify the truck order process and provide optimal performance.

AIR SYSTEM

- Engine mounted air compressor with remote mounted air system filter dryer to reduce moisture in air system components.
- Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures.
- Schrader valve for charging of air system from external source.
- Framed HVAC filter is easy to service.

FUEL TANKS

- Aluminum fuel tanks with heavy-duty aluminum brackets and stainless steel straps.
- Single fuel tank will receive a single draw / single return fuel system.
- Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of the fuel pickup tube.
- Optimized filler neck location for access and safety.
- Paddle handle filler cap with threadless filler neck
- Wire braid fuel lines increase durability and reduce potential for leaks.

ELECTRICAL SYSTEM

- Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for each function. This allows each component (engine, transmission and instrumentation) to communicate to each other. This design improves reliability and offers increased functionality.
- Braided chassis harness cover provides durability.
- Convuluted tube covering on harnesses protects from chaffing.
- Wires numbered every 4 inches or less for ease of serviceability.
- Power distribution center in cab is centrally located in a protected environment for easy access.

CAB STRUCTURE & DIMENSIONAL INFORMATION

- Roof cap and windshield mask are constructed of fiberglass material.
- LH/RH floor are constructed of fiberglass material.
- Doghouse is constructed of fiberglass material.
- Lower LH/RH front fascia are manufactured using aluminum material.
- Backwall and B-pillars up to roof cap comprised of aluminum material.
- Sub frame is manufactured from steel with a zinc coating.

520 PROBILT CAB

Dimensional Information				
Location	Windows	Windshield	Cab Area	Seat
Corner Windows	297 Square Inch			
Windshield Glass		2784 Square Inch		
Door Window Glass Includes Vent Windows	1289 Square Inch			
Window Door Glass (Height x Width)	22.1 Inches x 21.7 Inches			
Interior Cab			116 Cubic Feet	
Floor to Ceiling Clearance			60 Inches	
Doghouse to Door Clearance			22 Inches	
Driver's Seat to Headliner				43 Inches
Driver's Seat to Dash (Right Drive)				32.5 Inches
Driver's Seat to Windshield				43 Inches
Driver's Seat Back to Steering Wheel w/Column in Straight Up Position				20 Inches
Top of Seat Cushion to Floor				20 Inches
Height at Brake Pedal				

CAB

- Durable 96" wide cab with steel structure for added strength and light-weight aluminum skins to help prevent corrosion.
- Two-piece windshield for cost effective windshield replacement.
- 65° cab tilt with heavy duty cab jack hydraulically operated enhances maintenance and serviceability.
- Four point rubber cab mounting.
- One piece fiberglass roof reduces potential for leaks.
- Lap seam construction and aircraft fasteners has greater clamp load than rivets.
- Bulkhead style doors provide virtually water-tight, rattle-free performance.
- Extruded aluminum door frames for strength and durability.
- Full length, heavy-duty piano-type stainless steel door hinges and pins provide durability.

- 90° door opening with two grab handles on each side provides easier entry and egress cab access.
- Bolt-on cab entry step for easy and economic replacement.
- Rear cab corner windows.
- Tinted safety glass throughout.
- Vertical-parked windshield wipers with intermittent wiper function.
- Outside air temperature display on tachometer for driver convenience.

CAB INTERIOR

- Door mounted armrests for driver comfort.
- Door panels with power controls for windows and mirrors.
 - Left hand steer and right hand steer will receive power windows on both doors.
 - Dual steer will receive a manual roll down window on the left hand door.
- Ergonomic Dash
- Large center console
- Rubber floor mats
- Padded headliner for improved thermal and acoustic performance.
- Headliner includes HVAC controls and 12V power connection behind the center header cover.
- Header and over-door storage
- (2) LED dome lights in Headliner, (2) LED over-the-door lights and (1) large LED light on back wall.
- Removable instrument panel with speedometer message center
- Steering wheel with Peterbilt Logo and tilt/telescoping column.
- Self-canceling turn signals.
- Retractable three-point seatbelts
- Windshield shade provide protection from the glare of the sun and other objects.

LIGHTS

- Single rectangular halogen headlights
- 5 LED Clearance Lights with 2 LED Marker Lights

DASH & INSTRUMENTATION

- Key start ignition
- Ignition and doors keyed alike for driver convenience.
- Driver Information Display
- Electronic speedometer includes odometer, two trip odometers, engine hourmeter and clock with alarm
- Electronic tachometer
- Voltmeter
- Primary and secondary air pressure gauges
- Engine oil pressure gauge
- Fuel level gauge

- Standard warning lights with audible alarm for high coolant temperature, parking brake, Interaxle differential lockout (for tandem axles), low oil pressure and low air pressure
- Warning indicators for low air pressure, low oil pressure and high coolant temperature
- Cruise control for driver convenience.
- Parking brake control valve
- Wiper/Washer controls
- Head lights, clearance lights, fan clutch override and dimmer switches
- Standard 12V power & ground behind center header which can be used to wire in a CB
- Standard Body Connections

PAINT

- DuPont Imron Elite two-stage non-metallic paint, one color cab / hood

City of Las Vegas

Solid Waste Department

Proposed Commercial Collection Truck





Maria Gilvarry <gilvarrym@lasvegasnm.gov>

Fwd: Alvin / Revised Peterbilt ASL/FEL Quotes

1 message

Alvin Jiron <ajiron@lasvegasnm.gov>

Tue, Dec 3, 2019 at 10:59 AM

To: Lucas Marquez <lmarquez@lasvegasnm.gov>, Maria Gilvary <gilvarrym@lasvegasnm.gov>

----- Forwarded message -----

From: **Arreola, Carlos [ALBQR-New Vehicle Sales]** <ArreolaC@rushenterprises.com>

Date: Tue, Dec 3, 2019 at 10:37 AM

Subject: Alvin / Revised Peterbilt ASL/FEL Quotes

To: Alvin Jiron <ajiron@lasvegasnm.gov>

Good morning, Alvin.

Attached are the revised Quotes for new order 2021 Peterbilt Refuse Trucks.

With regard to Extended Warranty, you have a year after purchase to add extended coverage. The coverage is for both the Engine and Aftertreatment System.

Options listed below:

3 Year / 150K Mile – \$2,900.00

4 Year / 200K Mile – \$4,300.00

5 Year / 250K Mile – \$6,250.00

Let me know if you require any additional information.

Thank you!



Albuquerque NM
 6521 Hanover Road NW
 Albuquerque, NM 87121
 505-875-3410

Customer Proposal Letter

COMMERCIAL

City of Las Vegas
 1700 N. Grand Ave.
 Las Vegas, NM 87701
 (505) 429-8379

Alvin Jiron, thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal.

VEHICLE

Make Peterbilt Model 520 Year 2021 Stock Number To Be Determined
 Additional Vehicle and Accessories Description _____ To be delivered on or about _____

	1	Total
Quantity	1	
Truck Price per Unit	\$261,189.00	\$261,189.00
F.E.T. (Factory & Dealer Paid)	\$0.00	\$0.00
Net Sales Price	\$261,189.00	\$261,189.00
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee	\$250.00	\$250.00
Administration Fee		
Vehicle Inventory Tax		
Additional Taxes		
Tire Recycling Program		
Battery Disposal Fee		
Out of State Vehicle Fee		
Rebate(s)		
Total Sales Price (Including Rebate(s))	\$261,439.00	\$261,439.00
Trade Allowance (see DISCLAIMER Below)		\$0.00

Sales Representative Carlos Arreola
 Purchaser _____ signature _____ printed name _____
 _____ signature _____ printed name _____
 Accepted by Sales Manager or _____ title _____ date _____
 General Manager _____ signature _____ printed name _____

Quote good until 2/13/2020 ~~8/17/2019~~ Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.



RENEWAL OF CONTRACT

made by and between
COOPERATIVE EDUCATIONAL SERVICES
And
RUSH TRUCK CENTER

Said Contract(s) being numbered:
16-019B-C105-ALL Medium and Heavy Duty Trucks

This Contract's initial one (1) year Term commenced on April 29, 2016 and will expire on April 28, 2019. The Term of Contract in 2016-019 RFP C provides the Contract may, by mutual written agreement, be renewed annually for up to three (3) additional one (1) year terms, for up to four (4) years total, through April 28, 2020. Cooperative Educational Services hereby wishes to renew the Contract through the remainder of the four-year term expiring on April 28, 2020. Upon signature of an authorized officer of the above-named company or corporation, the Contract is hereby renewed.

This renewal shall be subject to the same Terms and Conditions contained in the original Request for Proposal documents, contract changes and/or updates.

PRICE ADJUSTMENTS

A written request to CES for a price adjustment to this contract must in be accordance with the stated RFP terms, conditions and stipulations agreed upon at contract award. The request to adjust pricing shall include all documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file for audit purposes. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature *Daniel Chang* Date **March 20, 2019**

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

CONTRACT HOLDER

Authorized Signature *[Signature]* Date 3/20/2019

Printed Name KEVIN C. WALKER Title General Manager

NOTE: This Contract Renewal should be received by 4:00 p.m. at the offices of CES on 03/30/19

If you do not wish to renew this Contract, please sign below and return this agreement.

Terminate: We wish to terminate this Contract effective 03/30/19

Authorized Signature _____ Date _____

Printed Name _____ Title _____



Rush Trk Ctrs Of New Mx (A269)
 6521 Hanover, N.W.
 Albuquerque, New Mexico 87121

City Of Las Vegas
 1700 N Grand Ave
 Las Vegas, New Mexico 87701
 United States of America

Carlos Arreola
 Phone: 505-506-1268
 Email: arreolac@rush-enterprises.com

Phone:
 Email:

Vehicle Summary

Unit		Chassis	
Model:	Model 520	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs):	46000
Description 1:	Las Vegas ASL	G.C.W. (lbs):	66000
Description 2:	Las Vegas ASL		
Application		Road Conditions:	
Intended Serv.:	Refuse/On-Highway	Class A (Highway)	100
Commodity:	Refuse, Scrap, Recycling	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	6
Type:	Automated Side Loader	Wheelbase (in):	225
Length (ft):	24	Overhang (in):	54
Height (ft):	13.5	Fr Axle to BOC (in):	0.1
Max Laden Weight (lbs):	1000		
		Cab to Axle (in):	224.9
		Cab to EOF (in):	278.9
		Overall Comb. Length (in):	336.6
Trailer			
No. of Trailer Axles:	0		
Type:			
Length (ft):	0		
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Special Req.

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Sales Code	Std/ Opt	Description	Weight
Base Model			
0005201	S	Model 520 Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	16,475
0091180	S	Refuse, Scrap, Recycling	0
0093035	S	Refuse/On-Highway Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills.	0
0095360	O	Automated Side Loader A lift-equipped truck used to load waste from the front into the body on commercial routes. The load is removed by a tilt of the truck body.	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0
Configuration			
0200700	S	Not Applicable Secondary Manufacturer	0
Frame & Equipment			
0514160	O	10-3/4" Steel Rails 306-342" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	193
0601500	O	Full Steel Inner Liner	679
0611330	O	Zinc Coated Anti Corrosion Treated Frame Rails Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	4
0620160	O	FEPTO Provision 4-7/8in Bumper Extension Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	45
0644090	S	EOF Square without Crossmember For use with body builder installed crossmember.	0
0651090	S	Omit Rear Mudflaps and Hangers	0

Price Level: January 1, 2019

Deal: Las Vegas ASL

Printed On: 7/18/2019 4:08:24 PM

Date: July 18, 2019

Quote Number: QUO-812052-X8M7X1



Sales Code	Std/ Opt	Description	Weight
0713130	O	(2) Solid Mount Cable Hooks	0
Front Axle & Equipment			
1011360	O	Dana Spicer D2000F 20,000 lb, 3.5 in. Drop Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	0
1114040	O	Taper Leaf Springs, Shocks 23,000 lb Standard with Heavy Resistance Shocks.	193
1243010	S	Power Steering Sheppard M100 Dual For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0
1354850	S	PHP10 Iron PreSet PLUS Hubs-Air Disc Preset iron hub assemblies are designed for demanding conditions and require less maintenance while still offering dependability and superior performance. Precisely engineered to minimize roller stress under heavy loads and increase bearing life when used in demanding conditions such as wide-based single wheels and misalignment due to spindle wear.	0
1354870	S	Severe Service Disc Brake Rotor For refuse applications, providing the braking torque necessary to slow or stop the vehicle.	0
1380230	O	Dana Spicer 5" Drop IPO 3.5", Front Axle 5" drop (127 MM) provides lower chassis suspension and profile. Offers maximum maneuverability and the light weight solution. Available for a variety of brakes.	0
1380240	O	Dana Spicer Wide Track IPO Standard Dana Spicer wide track front axles offer added stability and deliver greater turn angles. 71in KPI IPO 69in for E1202, E1322, E1462, D2000F front axles.	15
1380290	S	Bendix Air Disc Front Brakes Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations.	0
Rear Axle & Equipment			
1523340	S	Dana Spicer D46-170 46,000 lb Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved	0

Price Level: January 1, 2019

Deal: Las Vegas ASL

Printed On: 7/18/2019 4:08:24 PM

Date: July 18, 2019

Quote Number: QUO-512053-X6M7X1



Sales Code	Std/ Opt	Description	Weight
1616300	O	fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life. PHP10 Iron PreSet PLUS Hubs	0
1632650	S	Long Stroke Parking Brakes, Drive Axle(s)	0
1680440	O	Refuse Service Brakes, Steer And Drive Axles Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.	0
1680450	O	Rear Brake Camshaft Reinforcement Rear brake camshaft reinforcement helps guard against wear and corrosion.	9
1680460	O	Heavy Wall, Drive Axle(s)	88
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
1682710	O	Anti-Lock Braking System (ABS) 6S6M ABS-6. Includes air braking system.	35
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
1687010	O	Bendix Air Cam Rear Drum Brakes 16.5x7 Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0
1704780	O	Ratio 4.78 Rear Axle	0
1827420	O	Chalmers 854, 46,000 lbs, 54" Axle Spacing	110
1921200	O	Low Mount Saddle Height, Chalmers	0
1921250	O	High Stability Restrictor Can, Chalmers #29	0
Engine & Equipment			
2074507	O	PACCAR PX-9 370@1900 GOV@2100 1250@1400 Performance (2017 Emissions) N21320 N205 120...Standard Maximum Speed Limit N21470 P062 NO....Cruise Control Auto Resume (N21480 P068 NO....Auto Engine Brake in Cruise N21450 P026 NO....Gear Down Protection (P026) N21440 P015 YES...Engine Protection Shutdown (0

Price Level: January 1, 2019

Deal: Las Vegas ASL

Printed On: 7/18/2019 4:08:24 PM

Date: July 18, 2019

Quote Number: QUO-512053-X6M7X1



Sales Code	Std/ Opt	Description	Weight
		N21350 P001 68....Maximum Accelerator Pedal Ve	
		N21370 P059 68....Maximum Cruise Speed (P059)	
		N21590 P230 YES...Enable Hot Ambient Automatic	
		N21530 P233 YES...Enable Impending Shutdown Wa	
		N21540 P234 60....Timer For Impending Shutdown	
		N21460 P046 1400..Max PTO Speed (P046)	
		N21520 P030 5.....Timer Setting (P030)	
		N21570 P031 NO....Idle Shutdown Manual Overrul	
		N21610 P172 40....Low Ambient Temperature Thre	
		N21630 P171 80....High Ambient Temperature Thr	
		N21510 P520 YES...Enable Idle Shutdown Park Br	
		N21430 N201 0.....Reserve Speed Limit Offset (
		N21410 N202 0.....Maximum Cycle Distance (N202	
		N21400 N203 252...Reserve Speed Function Reset	
		N21420 N206 10....Maximum Active Distance (N20	
		N21340 P112 120...Hard Maximum Speed Limit (P1	
		N21550 P516 35....Engine Load Threshold (P516)	
		N21620 P173 60....Intermediate Ambient Tempera	
		N21330 N207 0.....Expiration Distance (N207)	
		N21500 N209 0.....Expiration Distance (N209)	
2091310	O	Engine Idle Shutdown Timer Disabled	0
2091315	O	Enable EIST Ambient Temp Override	0
2091320	O	Enable EIST in PTO Mode	0
2091372		Eff EIST NA Expiration Miles	0
2091640		Effective VSL Setting NA	0
2140200	S	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0
2147460	S	Bed Plate for PX-9, L9N Engines Designed to increase engine longevity by incorporating a stiffener bracket on the bottom side of the engine, inside the oil pan, for additional reinforcement. Required for all PX-9/L9N refuse applications and recommended for other high load 9-liter applications.	0
2513070	O	200 Amp Alternator, Standard Brush Bosch Long Haul Extreme, standard brush, 170-200 Amps. Dual internal cooling fans, and externally-mounted rectifier and regulator.	0
2521090	O	Immersion Type Block Heater 110-120V Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	2
2522110	O	PACCAR 12V Starter, N/A PACCAR MX Engines	0

Price List: January 1, 2019

Deal: Las Vegas ASL

Printed On: 7/18/2019 4:08:24 PM

Date: July 18, 2019

Quote Number: QUO-512053-X6M7X1



Sales Code	Std/ Opt	Description	Weight
		PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	
2538040	S	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0
2539740	O	Kissling Battery Disconnect Switch, 300 amp Mounted on battery box	3
2621000	S	2-Speed Fan Clutch For Frequent Start/Stops A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0
2723210	S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0
2921110	S	PACCAR Fuel/Water Separator Standard Service PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0
2921210	S	No Fluid Heat Option for Fuel Filter	0
2921310	S	No Electric Heat Option for Fuel Filter	0
3010400	O	Engine Protection Shutdown Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.	0
3120320	O	Bugscreen-Removable Type Grille Mtd Additional clips at bottom of bugscreen.	0
3120450	S	Stainless Steel Grille	0
3261980	S	Heavy Duty Air Cleaner Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
3281750	O	Pre-Cleaner ECG	13
3365300	S	Exhaust Vertical LH DPF/SCR LH Back of Cab Vertical (2017).	0
3381860	O	Exhaust 90 Degree Diffuser	0

Price Level: January 1, 2019

Deal: Las Vegas ASL

Printed On: 7/18/2019 4:08:24 PM

Date: July 18, 2019

Quote Number: QUO-512053-X3M7X1



Sales Code	Std/ Opt	Description	Weight
Transmission & Equipment			
4052410	O	Allison 4000 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support except on MX engines, TranSynd Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Suited for vehicles operating on/off highway and/or requiring PTO operation. Forward ratios: 1st-3.51, 2nd-1.91, 3rd-1.43, 4th-1.00, 5th-0.74, 6th-0.64. Reverse ratios: DR-(4.80).	390
4210190	O	1810 HD Driveline, 1 Midship Bearing 4.5in x .180 wall tubing	15
4216590	O	1710 Driveline Interaxle For tandem rear axles	-50
4250900	O	Main Transmission Rear Support Additional rear support for the transmission to provide a firm, durable design that improves stabilization of the drivetrain in rugged terrain	11
4252840	S	Allison FuelSense 2.0 Plus Features include: EcoCal shift technology keeps the engine speed at the most efficient level, DynActive Shifting system incorporates a learning algorithm that selects variable shift points to find the ideal balance of fuel economy and performance, based upon the vehicle specifications and environmental parameters. This is valuable for applications with heavy start-stop needs like refuse, city delivery, and construction and Neutral at Stop reduces or eliminates the load on the engine when vehicle is stopped, lowering fuel consumption and emissions.	0
4252940	S	Allison Neutral At Stop Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and CO2 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0
4256020	S	Console Mounted Push Button Shifter Allison transmissions	0
4256710	O	Allison 6-Speed Configuration, Close Ratio Gears Allison 4000 transmission only	0
4256870	O	Allison Output Function S Neutral Indicator For PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is switched On. Also, with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0

Price Level: January 1, 2019

Deal: Las Vegas ASL

Printed On: 7/13/2019 4:08:24 PM

Date: July 18, 2019

Quote Number: QUO-512053-X6M7X1



Sales Code	Std/ Opt	Description	Weight
Air & Trailer Equipment			
4510330	S	Bendix AD-IS EP Air Dryer, Heater Coalescing filter, extended purge	0
4520420	O	Pull Cords All Air Tanks	1
4540420	S	Nylon Chassis Hose	0
4543320	S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0
Tires & Wheels			
5030510	O	FF: GY 20ply 425/65R22.5 G296 MSADSeal Diameter= 44.4 inches; SLR= 20.6 inches	62
5133390	O	RR: GY 16ply 11R22.5 G182 RSD GHG Diameter= 42.1 inches; SLR= 19.6 inches	88
5190008	S	Code-rear Tire Qty 08	0
5220090	O	FF: Alcoa 823627 22.5X12.25 Clean Buff Finish Aluminum	-82
5310600	S	RR: Accur Stl Armor 50291PK 22.5X8.25 Heavy Duty, Two Hand Holes	0
5390008	S	Code-rear Rim Qty 08	0
Fuel Tanks			
5556190	O	26" Aluminum 100 Gallon Fuel Tank LH BOC Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	18
5604100	O	Location LH BOC 100 Gallon	0
5650140	O	Fuel Tank Fill Rear Not available on under cab fuel tanks	0
5650490	S	Fuel Cooler Required with single fuel tank	0
5650810	O	Polish (1) Aluminum Fuel Tank	0
5652890	S	DEF Tank Mounted LH BOC Models 220 and 520 mounted left-hand cab fender	0

Price Level: January 1, 2019

Deal: Las Vegas ASL

Printed On: 7/18/2019 4:08:24 PM

Date: July 18, 2019

Quote Number: QUO-512053-X6M7x1



Sales Code	Std/ Opt	Description	Weight
5652990	S	Standard DEF to Fuel Ratio 2:1 Or Greater	0
5655069	S	DEF Tank 520	0
Battery Box & Bumper			
6021500	S	Steel Space Saver Battery Box LH Back Of Cab	0
6121700	S	Steel Bumper Channel Painted Includes two front tow eyes with pins	0
Cab & Equipment			
6501080	S	53in LCF ProBilt Cab LH Drive Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, full insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, pull down windshield sunshade, 16in steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls and 12V power connection behind header cover, rear cab corner windows, 18in bolt-on step each side, self-canceling turn signals and front directional and side mounted turn signals	0
6800500	S	4.5" Rubber Flares on Cab and Wheel Well Fenders	0
6914090	O	Sears C2 Plus Driver Seat Features contoured metal seat and back pans, ergonomically contoured cushions - 20" wide, recliner, 5.25" total suspension travel, shock absorber. Available in cloth or molded vinyl.	0
6921720	S	Peterbilt Passenger Seat	0
6930060	O	Driver Seat Heated Includes heating elements in the lower cushion and backrest. Temperature is preset for optimum comfort and controlled by a high/low switch and an on/off switch next to the adjustment valves on the seat. Available w/Peterbilt, Ultraride and Sears seats.	0
6931120	O	Seat Belt Color Orange IPO Standard Black	0
6939400	O	Air Ride Driver	43
6939430	O	Mid Back Driver	0
6939470	S	Vinyl Driver	0
6939510	S	Non-Air Ride Passenger	0

Price Level: January 1, 2019

Deal: Las Vegas ASL

Printed On: 7/18/2019 4:08:24 PM

Date: July 18, 2019

Quote Number: QUO-512053-X3M7X1



Sales Code	Std/Opt	Description	Weight
6939540	S	Low Back Passenger	0
6939570	S	Vinyl Passenger	0
7000000	S	Gray Interior Color Includes ABS gray headliner & rear cab panel, gray vinyl engine tunnel cover. For LH, RH, and dual steer dual seated power windows are standard on both doors. For dual steer RH stand-up the LH window is power and the RH window is a manual sliding window.	0
7001520	S	Adjustable Steering Column - Tilt/Telescope	0
7001620	S	Steering Wheel With Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0
7040020	O	Diamond Plate Floor Covering on Driver side floor in place of Rubber Mat. In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	6
7220130	S	Rear Window Back of Cab Standard Tint 18.5in X 54in	0
7230350	S	2-Piece Flat Windshield	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
7330920	O	(2) Defroster Fan On Rear Header	60
7410040	O	Outside Sunvisor - Stainless Steel Not available with 2.1M high roof sleeper.	4
7561260	S	Black LH/RH Tri-plane Mirrors, Heated, Motorized, Mounted to Doors. Features: Heated on All Three Surfaces, Upper/Lower Mirrors are Convex and Middle is a Flat Pane Motorized Mirror.	0
7610020	S	(1) Air Horn 15" Painted Mounted under cab.	0
7725715	O	ConcertClass Without CD, Includes BT Phone and Audio, AM/FM, WB, USB and MP3.	10
7725740	O	Midlevel Speaker Package For Cab (4) Speakers	6
7728020	O	Bluetooth Located On Driver Side	0
7788055	S	SmartLINQ Remote Diagnostics SmartLINQ is Peterbilt's proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no	0



Sales Code	Std/Opt	Description	Weight
		additional charge. SmartLINQ is compatible with any telematics system and doesn't require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available. SmartLINQ is standard with MX-13 engines and available on Models 579, 567, 389, 367 and 365.	
7851330	O	Cab Tilt Pump Air Assist	0
7851870	O	Rain Gutters Over Driver and Passenger Doors	8
7852150	S	Peterbilt Pantograph Windshield Wipers With intermittent feature.	0
7900090	O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	13
7900970	S	Backup Alarm Wiring To EOF	0
8011400	S	Main Transmission Oil Temperature Gauge Located in Driver Information Display	0
8021015	O	Air Application Gauge Located in Driver Information Display	0
8021315	S	Air Restriction Indicator Mounted on exhaust stanchion	0
8031120	O	Warning Light Battery Disconnect, Switch Engaged Marker light external mounted	0
8070010	O	Up To (4) Additional Electric Switches Without wiring	1
8070260	O	Switch To Deactivate Bendix ATC Traction Control Bendix ATC is required on the specification. Switch is to temporarily disable the Traction Control in extreme conditions such as snow, ice or mud. The ATC warning light will display in a constant state.	0
8071025	O	Manifold Pressure Gauge Located in Driver Information Display	0
8071285	O	Suspension Pressure Gauge Located in Driver Information Display	0
8110090	S	Headlights Single Rectangular Halogen	0
8120570	S	(5) LED Clearance With (2) LED Marker Lights Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0
8133900	S	None Furnished Stop/Tail/Backup Lights Available with full truck only, not available with tractor	0
Paint			
8500710	S	Standard Paint Color Selection	0
8530770	O	(1) Color Axalta Two Stage - Cab/Hood	0

Price Level: January 1, 2019

Deal: Las Vegas ASL

Printed On: 7/18/2019 4:08:24 PM

Date: July 18, 2019

Quote Number: QUO-512053-X6M7X1



Sales Code	Std/Opt	Description	Weight
		Base Coat/Clear Coat	
		N85020 A - L0006EY WHITE	
		N85700 BUMPER L0001EA BLACK	
		N85500 CAB ROOF L0006EY WHITE	
		N85200 FRAME L0001EA BLACK	

Shipping Destination

8999990	O	Shipping Destination Other Than Dealer (Specify by narrative)	0
---------	---	------------------------------------------------------------------	---

Options Not Subject To Discount

9400090	S	Peterbilt Class 8 Standard Coverage 1 year/100,000 Miles (160,000 km)	0
9400094	S	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0
9408982	O	Vehicle Layout Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this. <i>Narr RAY GAMEZ RGAMEZ@AMREPINC.COM FRONT END LOADER</i>	0

Miscellaneous

9409800	O	2017 EPA Emissions Engine Warranty Only	0
9409869	O	Presentation Created With SmartSpec	0
9409960	O	Presentation Created Using Featured Spec For Model	0

Promotions

Order Comments



Total Weight

18,574

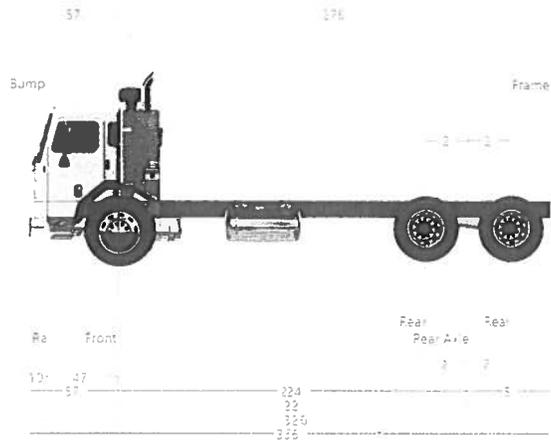
Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

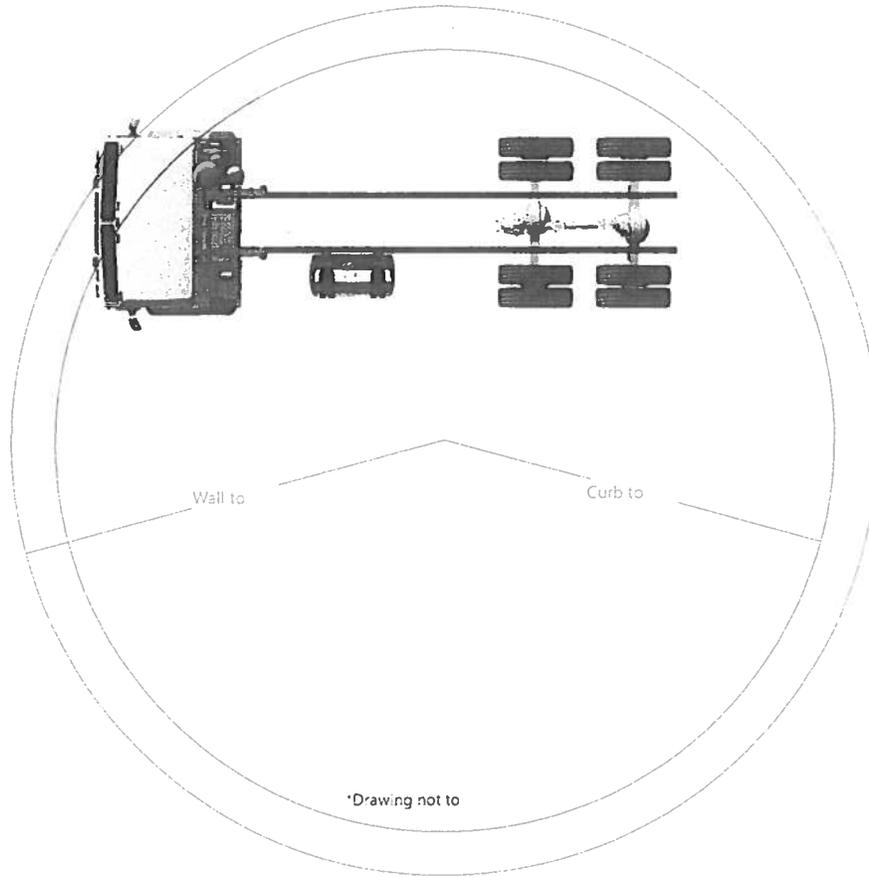
While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	54	198	252
Bumper to Back of Cab	57.7	-57.6	0.1
Bumper to Front Axle	57.6	-57.6	0
Bumper to Front Frame	103	-57.6	-47.3
Cab to End of Frame	278.9	0.1	279
Cab to Rear Axle	224.9	0.1	225
Effective Bumper to Back Of Cab	57.7	-57.6	0.1
Frame Length	326.3	-47.3	279
Front Axle to Back of Cab	0.1	0	0.1
Front of Frame to Axle	47.3	-47.3	0
Load Space	278.9	0.1	279
Overall Length	336.6	-57.6	279
Overhang	54	225	279
Pusher Offset #1	0	198	225
Pusher Offset #2	0	198	225
Pusher Offset #3	0	198	225
Tag Offset	0	225	252
Wheelbase	225	0	225

TURNING RADIUS



LEFT TURN RADIUS		RIGHT TURN RADIUS	
Curb to Curb	33.1	Curb to Curb	32.6
Wall to Wall	35.8	Wall to Wall	35.4

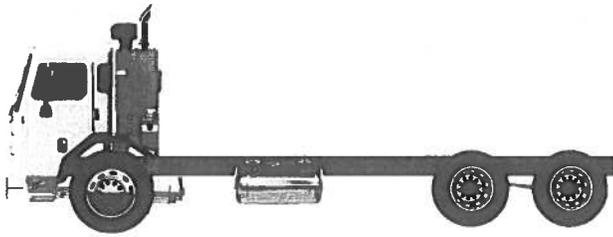
VEHICLE SUMMARY

Truck	Model 520 / Full Truck	Wheelbase	225
Axle	Dana Spicer D2000F 20,000 lb. 3.5 in Drop	Weight	16574
Tire	FF GY 20ply 425/65R22.5 G296 MSADSeal		
Wheel	FF Alcoa 823627 22.5X12.25 Clean Buff Finish		

Weight Distribution

Model 520

Actual performance of a specific unit can be affected by your operating conditions. The performance calculations should only be used as a guideline.



Recommended payload center of gravity to achieve specified ground loads, measured from centerline of drive axles: 38 in. from the centerline of the drive axle(s)."

Weight (lbs)	Front	Rear	Total
Chassis	11279	7296	18575
Tools/Driver	417	-42	375
Fuel & DEF	492	296	788
Max Payload	7812	38450	46262
Auxiliary Payload	0	0	0
Total	20000	46000	66000
Specify Ground Load	20000	46000	

Auxiliary Payload

Item	Location from FA CL	Weight	Point Description
Load Point #1			
Load Point #2			
Load Point #3			
Component(s)	-	0	Composite Totals

Fifth wheel side length is 0 inches
 Selected rearmost setting is 0 inches
 Wheelbase measurement: 225 inches
 Overhang measurement: 54 inches

Cruise Report (Engine Fan Off)

Configuration:	Model 520 / Full Truck GCW: 66000
Quote/DTPO/CO	QUO-512053-X6M7X1
Engine:	2074507 PACCAR PX-9 370@1900 GOV@2100 1250@1400
Transmission:	4052410 Allison 4000 RDS-P Transmission, Gen 5
Rear Axle:	1523340 Dana Spicer D46-170 46,000 lb
Rear Tire:	5133390 RR: GY 16ply 11R22.5 G182 RSD G+G Rcv: Mle, 499
Operating Conditions:	0% Rolling Resistance

Startability	
Transmission Ratio	Maximum Starting Grade
3.51	12.07
1.91	6.57

Engine RPM:	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100
Gross Torque:	1100	1200	1250	1250	1200	1143	1060	1023	972	914
Net Torque:	1001	1055	1143	1145	1099	1047	959	937	891	837
Net HP:	229	271	305	327	335	339	339	339	339	335

Gear Ratios: TRN (1): 3.51 RAX (1): 4.78										
Speed (MPH):	8.6	9.3	10.0	10.7	11.5	12.2	12.9	13.6	14.3	15.0
Grade (%):	14.6	16.0	16.8	16.8	16.1	15.3	14.4	13.6	12.8	12.0
Gear Ratios: TRN (2): 1.91 RAX (1): 4.78										
Speed (MPH):	15.8	17.1	18.4	19.8	21.1	22.4	23.7	25.0	26.3	27.7
Grade (%):	7.5	8.3	8.7	8.7	8.4	7.9	7.4	7.0	6.6	6.2
Gear Ratios: TRN (3): 1.43 RAX (1): 4.78										
Speed (MPH):	21.1	22.9	24.6	26.4	28.1	29.9	31.7	33.4	35.2	36.9
Grade (%):	5.5	6.0	6.3	6.4	6.1	5.7	5.4	5.1	4.8	4.5
Gear Ratios: TRN (4): 1 RAX (1): 4.78										
Speed (MPH):	30.2	32.7	35.2	37.7	40.2	42.8	45.3	47.8	50.3	52.8
Grade (%):	3.6	4.0	4.2	4.2	4.0	3.8	3.6	3.3	3.1	2.9
Gear Ratios: TRN (5): 0.74 RAX (1): 4.78										
Speed (MPH):	40.8	44.2	47.6	51.0	54.4	57.8	61.2	64.6	68.0	71.4
Grade (%):	2.5	2.8	2.9	2.9	2.8	2.6	2.4	2.3	2.1	2.0
Gear Ratios: TRN (6): 0.64 RAX (1): 4.78										
Speed (MPH):	47.2	51.1	55.0	59.0	62.9	66.8	70.7	74.7	78.6	82.5
Grade (%):	2.1	2.3	2.4	2.5	2.3	2.2	2.0	1.9	1.8	1.6

Engine RPM:	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100
Gross Torque:	1100	1200	1250	1250	1200	1143	1060	1023	972	914
Net Torque:	1001	1055	1143	1145	1099	1047	959	937	891	837
Net HP:	229	271	305	327	335	339	339	339	339	335

520

DEALER SUPPORT

With more than 350 dealer locations in the United States and Canada, Peterbilt's extensive dealer network means you're never far from Peterbilt parts or service. And with our nationwide service network, you'll have the support you need when you need it.

PACCAR FINANCIAL provides the financing and insurance tools that help you get the most out of your truck. And with our Peterbilt dealer to customer financing package that suits your truck.



The full-service leasing program offers contract maintenance, logistics services, insurance, fuel tax reporting and other support services available to our lease customers.

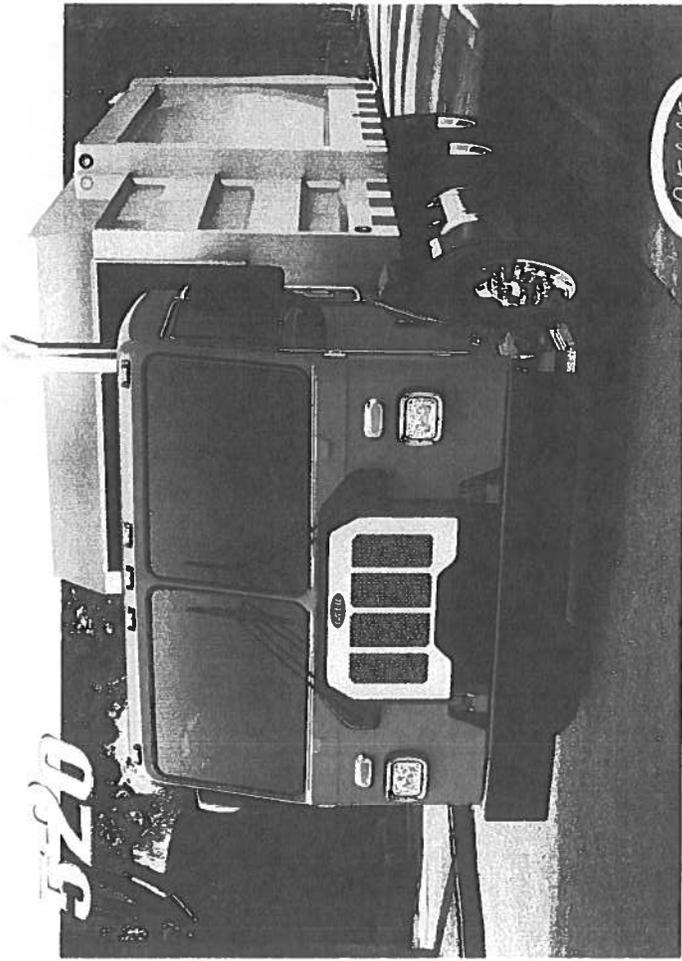
PACCAR PARTS

The right part for your Peterbilt truck is always in stock thanks to the TrueCare Contract program. The PACCAR Parts online inventory management system and electronic order system help ensure a truck is available for your needs.

www.peterbilt.com
Commercial Customer Accounts
Call 1-800-4PETERBILT



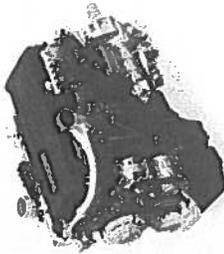
CALL 1-800-4PETERBILT FOR CHASSIS, ENGINE, TRANSMISSION, AXLES, AND WHEELS. PETERBILT TRUCKS ARE AVAILABLE IN 11 STATES. PETERBILT TRUCKS ARE AVAILABLE IN 11 STATES. PETERBILT TRUCKS ARE AVAILABLE IN 11 STATES. PETERBILT TRUCKS ARE AVAILABLE IN 11 STATES.



520

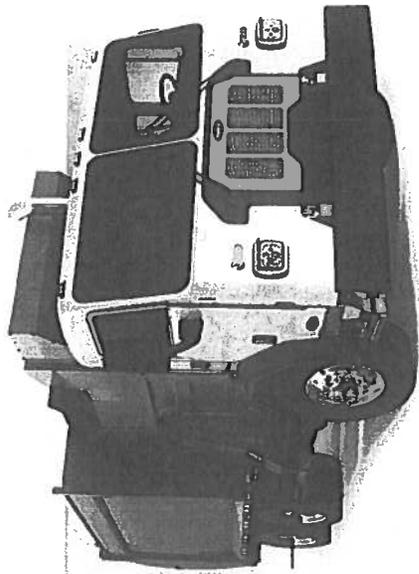
J20

STREET TOUGH MEETS STREET SMARTS.



PACCAR MX-11

POWER AND PERFORMANCE
A PACCAR MX-11 engine provides outstanding power in a lightweight and fuel efficient design and is available with up to 400 horsepower and 1,650 lb.-ft. of torque.



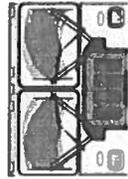
Peterbilt's new Model J20 is built to withstand the harsh demands of the refuse industry. The rugged aluminum cab offers best in class durability for weather systems and full load, side doors for maximum durability and corrosion resistance. Powered by the best-in-class PACCAR MX-11 engine, the Model J20 provides outstanding performance. Full load gas configurations include both 2- and 3-axle engine options. New headlights, with standard halogen bulbs and optional LED's, provide outstanding brightness and coverage with best driver eye-damage. The clear-protected nose grille accommodates headlights, providing significantly more coverage for improved visibility. An impression of Oregon wiper cut allows drivers to easily maintain an unobstructed view on residential and light city streets. Whether commercial or residential, the new Model J20 provides the best year-round service to your city day and night.

SUPERIOR INTERIORS.

The Model J20 features a newly redesigned cab that delivers versatility, comfort and ergonomics, and is available in left-hand drive, right-hand drive, dual air, dual air and right-hand drive configurations. Center console, seats and new upright, providing ergonomic easy visibility and access in outside, from either side. An enhanced HVAC system supports airflow and a multi-point air filter.



The J20 offers an extremely ergonomic, dash design with LED backlit gauges, a newer information display for critical metrics, dash and rocker switches within easy reach for maximum driver comfort and productivity.



VISIBILITY

New headlights, with standard halogen bulbs and optional LED's, provide outstanding brightness and coverage with best driver eye-damage.



HEADLAMP TECHNOLOGY

New headlights, with standard halogen bulbs and optional LED's, provide outstanding brightness and coverage with best driver eye-damage.



RELIABILITY

The Model J20 offers a newly designed interior that provides ergonomic easy visibility and access in outside, from either side. An enhanced HVAC system supports airflow and a multi-point air filter.



SMARTING

The Model J20 offers a newly designed interior that provides ergonomic easy visibility and access in outside, from either side. An enhanced HVAC system supports airflow and a multi-point air filter.

For more information on the new Model J20, contact your local Peterbilt dealer or visit www.peterbilt.com.





FEATURES & BENEFITS: MODEL 520

Model 520 ProBilt Duel Steer Standard Features

(Base Model Option Code 0005201)



FRAME

- Steel rails with gussets to maximize RBM.
- Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames. Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint.
- 3-piece C-Channel removable crossmember with cast gussets for serviceability.
- Rubber-lined clamps along frame rail to protect air & electric lines routed in frame.
- Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines.
- Front wheel mudflaps reduce road spray, help maintain a cleaner truck and better visibility.

STEER AXLE

- Set back front axle configuration provides exceptional maneuverability with a tight turning radius.
- Factory front axle alignment to improve handling and reduce tire wear.
- Zerk fittings on tie rod ends, kingpins, and draglink ball joints for ease of maintenance and help extend service life of components.
- Standard oil seals for long lasting leak protection.
- Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life.
- Glidekote splines on steering shaft extend service life of components.
- Back of cab mounted power steering reservoir for easy access.

DRIVE AXLE

- Laser factory axle alignment (accurate to .030 of an inch) to improve handling and reduce tire wear.
- Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life.
- Parking brakes on all drive axles for optimal performance.
- Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life.

ENGINES & RELATED SYSTEMS

- Selective Catalytic Reduction (SCR) System provides the most fuel efficient, reliable and cost effective solution to the 2010 EPA regulations. The SCR system consists of several new standard components on the truck - a dosing pump, a DEF tank, an injector and the SCR ammonia catalyst.
- Chevron Delo 400 LE SAE 10W30 engine oil is specially formulated for new low emissions engines.
- Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.
- Silicone radiator and heater hoses enhance value, durability and reliability.
- ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs.
- Back of cab mounted radiator coolant surge tank with coolant level view tube for quick and easy access.
- Low coolant level sensor warns of low coolant condition to prevent engine damage.
- Constant tension and torque band clamps reduce leaks.
- Thermal fuse in the air conditioning compressor clutch allows the pulley to free spin in the event of a compressor failure, thus reducing belt wear and vehicle downtime.
- Weather pack silicone sealed electrical chassis connectors enhance value, durability and reliability.
- 12 Volt System with circuit protection for reliable easy maintenance and service.
- High efficiency cooling system provides a large surface area for heat exchange.
 - Without FEPTO - 1242 sq. in. frontal area
 - With FEPTO - 1194 sq. in. frontal area
- Composite fan is light-weight but strong and corrosion resistant.
- Full fan shroud, ring and rubber boot improves under hood airflow and provides a robust fan-to-radiator shroud interface for greater cooling capacity.
- Anti-freeze effective to -30 degrees F helps protect the engine.
- Maintenance free 12V batteries provide reliable power for starting and accessories.
- Stranded copper battery cables are double aught (00) or larger to reduce resistance.
- Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.

- Polished stainless steel removable grille with a distinctive punched oval grille pattern provides a durable bright finish.
- Stainless steel flex exhaust tubing & clamps provide durability.
- Transverse back of cab above rails DPF packaged to maintain optimized body mounting position.
- 5" diameter chrome plated steel standpipe cools exhaust for safety.

TRANSMISSION & RELATED SYSTEMS

- Synthetic lubricant to reduce friction, improve efficiency and extend component life.
- Magnetic transmission oil drain plug captures and holds any metal fragments in transmission oil to extend service life.
- Coated driveshaft splines extend service life.
- Configured clutch with manual transmission to simplify the truck order process and provide optimal performance.

AIR SYSTEM

- Engine mounted air compressor with remote mounted air system filter dryer to reduce moisture in air system components.
- Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures.
- Schrader valve for charging of air system from external source.
- Framed HVAC filter is easy to service.

FUEL TANKS

- Aluminum fuel tanks with heavy-duty aluminum brackets and stainless steel straps.
- Single fuel tank will receive a single draw / single return fuel system.
- Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of the fuel pickup tube.
- Optimized filler neck location for access and safety.
- Paddle handle filler cap with threadless filler neck
- Wire braid fuel lines increase durability and reduce potential for leaks.

ELECTRICAL SYSTEM

- Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for each function. This allows each component (engine, transmission and instrumentation) to communicate to each other. This design improves reliability and offers increased functionality.
- Braided chassis harness cover provides durability.
- Convoluted tube covering on harnesses protects from chaffing.
- Wires numbered every 4 inches or less for ease of serviceability.
- Power distribution center in cab is centrally located in a protected environment for easy access.

CAB STRUCTURE & DIMENSIONAL INFORMATION

- Roof cap and windshield mask are constructed of fiberglass material.
- LH/RH floor are constructed of fiberglass material.
- Doghouse is constructed of fiberglass material.
- Lower LH/RH front fascia are manufactured using aluminum material.
- Backwall and B-pillars up to roof cap comprised of aluminum material.
- Sub frame is manufactured from steel with a zinc coating.

520 PROBILT CAB

Dimensional Information				
Location	Windows	Windshield	Cab Area	Seat
Corner Windows	297 Square Inch			
Windshield Glass		2784 Square Inch		
Door Window Glass Includes Vent Windows	1289 Square Inch			
Window Door Glass (Height x Width)	22.1 Inches x 21.7 Inches			
Interior Cab			116 Cubic Feet	
Floor to Ceiling Clearance			60 Inches	
Doghouse to Door Clearance			22 Inches	
Driver's Seat to Headliner				43 Inches
Driver's Seat to Dash (Right Drive)				32.5 Inches
Driver's Seat to Windshield				43 Inches
Driver's Seat Back to Steering Wheel w/Column in Straight Up Position				20 Inches
Top of Seat Cushion to Floor Height at Brake Pedal				20 Inches

CAB

- Durable 96" wide cab with steel structure for added strength and light-weight aluminum skins to help prevent corrosion.
- Two-piece windshield for cost effective windshield replacement.
- 65° cab tilt with heavy duty cab jack hydraulically operated enhances maintenance and serviceability.
- Four point rubber cab mounting.
- One piece fiberglass roof reduces potential for leaks.
- Lap seam construction and aircraft fasteners has greater clamp load than rivets.
- Bulkhead style doors provide virtually water-tight, rattle-free performance.
- Extruded aluminum door frames for strength and durability.
- Full length, heavy-duty piano-type stainless steel door hinges and pins provide durability.

- 90° door opening with two grab handles on each side provides easier entry and egress cab access.
- Bolt-on cab entry step for easy and economic replacement.
- Rear cab corner windows.
- Tinted safety glass throughout.
- Vertical-parked windshield wipers with intermittent wiper function.
- Outside air temperature display on tachometer for driver convenience.

CAB INTERIOR

- Door mounted armrests for driver comfort.
- Door panels with power controls for windows and mirrors.
 - Left hand steer and right hand steer will receive power windows on both doors.
 - Dual steer will receive a manual roll down window on the left hand door.
- Ergonomic Dash
- Large center console
- Rubber floor mats
- Padded headliner for improved thermal and acoustic performance.
- Headliner includes HVAC controls and 12V power connection behind the center header cover.
- Header and over-door storage
- (2) LED dome lights in Headliner, (2) LED over-the-door lights and (1) large LED light on back wall.
- Removable instrument panel with speedometer message center
- Steering wheel with Peterbilt Logo and tilt/telescoping column.
- Self-canceling turn signals.
- Retractable three-point seatbelts
- Windshield shade provide protection from the glare of the sun and other objects.

LIGHTS

- Single rectangular halogen headlights
- 5 LED Clearance Lights with 2 LED Marker Lights

DASH & INSTRUMENTATION

- Key start ignition
- Ignition and doors keyed alike for driver convenience.
- Driver Information Display
- Electronic speedometer includes odometer, two trip odometers, engine hourmeter and clock with alarm
- Electronic tachometer
- Voltmeter
- Primary and secondary air pressure gauges
- Engine oil pressure gauge
- Fuel level gauge

- Standard warning lights with audible alarm for high coolant temperature, parking brake, Interaxle differential lockout (for tandem axles), low oil pressure and low air pressure
- Warning indicators for low air pressure, low oil pressure and high coolant temperature
- Cruise control for driver convenience.
- Parking brake control valve
- Wiper/Washer controls
- Head lights, clearance lights, fan clutch override and dimmer switches
- Standard 12V power & ground behind center header which can be used to wire in a CB
- Standard Body Connections

PAINT

- DuPont Imron Elite two-stage non-metallic paint, one color cab / hood