



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
4 Vendors – See Page 6.

Price Agreement Number: **10-8500-20-16856**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Ship To:
New Mexico Department of Transportation
Statewide

Procurement Specialist: **Michael Saavedra**

Telephone No.: **505-827-0610**

Email: **Michael.Saavedra@state.nm.us**

MS

Invoice:
As Requested

For questions regarding this agreement please contact:
India Garcia at 505-690-7383

Title: **Equipment Trailers, 14,000 Lb., 20 Ton, 2 Axle and 27 Ton, 3 Axle**

Term: **February 2, 2021 thru February 1, 2022**

This Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk
Mark Hayden, New Mexico State Purchasing Agent

Date 2/1/2021

× **This Agreement was signed on behalf of the State Purchasing Agent**

JJL

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Terms and Conditions
(Unless otherwise specified)

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

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

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

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

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

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

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

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

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

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

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

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

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

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New Mexico Employees Health Coverage

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

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

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

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

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

Department Price Agreement

Article I – Statement of Work

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

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

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

Article II –Term

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

Article III –Specifications

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

Article IV – Shipping and Billing Instructions

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

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Article V - Termination

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

Article VI – Amendment

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

Article VII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

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

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Awarded Vendors:

(AA) 0000103580

4 Rivers Holdings

DBA: 4Rivers Equipment

2301 Candelaria Road NE

Albuquerque, NM 87107

505-884-2900

505-280-5091

rtyra@4riversequipment.com

Delivery: 90 DAYS

(AB) 0000092769

Century Equipment Company

6301 Edith Blvd NE

Albuquerque, NM 87107

505-433-2246

charles.keller@centuryeq.com; ianhurley@centuryeq.com; rick.bell@centuryeq.com

Delivery: At customer expense

(AC) 0000053817

Lonestar Freightliner Group LLC

DBA: Lonestar Truck Group LLC

12901 I-40 West Frontage Road

Albuquerque, NM 87121

505-833-4505

pat.torres@tntxtruck.com

Delivery: Delivery times would be 120
Days from time of order

(AD) 0000135408

MCT Inc.

7451 Pan American Frwy, NE

Albuquerque, NM 87109

505-345-8651

jortiz@mct-ind.com or fmaes@mct-ind.com

Delivery: 7451 Pan American Frwy, NE
Alb, NM 87109

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Specifications:

The purpose of this Invitation to Bid (ITB) is to establish a Price Agreement for Equipment Trailers, 14,000 lbs., 20 Ton, Two (2) Axle and 27 Ton, Three (3) Axle for the New Mexico Department of Transportation (NMDOT)

Term:

The term of this price agreement shall be for one (1) year from date of award with the option to extend for a period (s) of three (3) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This price agreement shall not exceed four (4) years.

Successful bidder should be an authorized dealer and be a physically established dealership with parts and service facilities in New Mexico, with Original Equipment Manufacturer (O.E.M.) certified mechanics qualified to repair and service all aspects of engine and powertrain components.

Successful bidder shall provide, at no charge, a complete additional set of replacement filters to include engine crank case, hydraulic, fuel, air induction, air dryer, Diesel Exhaust Fluid (DEF), cab air and coolant if applicable at time of delivery. Provide one (1) laminated filter replacement list and one (1) fluid/oil specification chart for truck and B engine as well as one (1) laminated lube chart with services intervals as well as a laminated Greasing Point Chart illustrating all of the Grease Points for the Unit.

Successful bidder must also provide at least three (3) complete sets of keys with each unit. They will include ignition, tanks, toolboxes and other locking mechanisms.

Provide one (1) technical manual (DVD or flash drive if available), one (1) parts book (DVD or flash drive if available) and one (1) operator's manual with each unit delivered.

Dealer preparation, conditioning and full service is required prior to delivery. Fuel tanks shall be filled to full capacity. Parameters for engine shutdown system shall be tested prior to delivery. Dealer shall provide pre-delivery inspection forms prior to the ordering agency's inspections.

Fuel and DEF tank, as well as, all other fluid reservoirs must be filled to full capacity. All fluid reservoirs and tanks are to be labeled with quantity and type.

Delivery:

Deliver FOB to dealer's place of business within the state of New Mexico. In the event that there are no dealers or manufacturing facilities located in New Mexico then delivery will be determined by the NMDOT.

Escalation/De-escalation Clause:

In the event of a product cost increase, an escalation request will be reviewed by this office and approved by State Purchasing on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well shall apply. If the vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases and/or decreases will not be retroactive to orders already in-house or back-ordered. Orders will be filled at the price in effect of the date of the receipt of the order by the awarded vendor.

All requests for price increases must include the following information from the vendor:

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- 1) Agreement Item Number
- 2) Current Item Price
- 3) Proposed New Price
- 4) Percentage of Increase
- 5) Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase

For escalations, awarded vendor must also supply a current Letter from the Manufacture addressed to the vendor. The letter must state that they are increasing the price from the factory to the vendor, as well as the reason for the increase. For a price decrease, a letter from the vendor will be sufficient.

The NMDOT upon review of an escalation or decrease request may require additional supporting documentation prior to providing a written recommendation to the SPD. Final determination on the approval or disapproval of the escalation or decrease request will be made by SPD.

Method of Award:

Award will go to the lowest responsible bidder meeting minimum specifications, terms and conditions. The State reserves the right to award to multiple vendors per item.

Awards will be made to meet the best interests of the State of New Mexico.

Bidders may submit a bid response for up to three (3) models for each item and are encouraged to do so long as they meet the minimum specification. NMDOT does not set a limit for exceeding the minimum specifications and welcomes multiple models with different capabilities.

Bidders submitting alternate models must submit additional items sheet(s), (pages 19 and/or 20) for each alternate.

Bid Review:

NMDOT shall perform a bid analysis of all bids received for this Invitation to Bid, that require the technical expertise of an engineer. This includes a determination of qualification in accordance with the technical standards and requirements of the specifications. The analysis and recommendation for award will be sent to the State Purchasing Division (SPD) for final determination and awarding.

Minimum Requirements:

Intent of Specifications:

The specifications are intended to describe equipment for use by the NMDOT, which will operate efficiently and safely. The design specifications incorporated herein are intended to describe such unit, and to set forth minimal performance parameters required by the State of New Mexico. The State reserves the right to accept minor variances in product design and/or operation offered by bidders if such acceptance is determined to be in the best interest of the State.

Qualified Bidders:

Bids may be accepted from manufacturers and/or factory authorized dealers who are able and willing to provide responsive service to the ordering agency during the warranty period and the extended warranty

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period if required. Bidders must be in a position to offer the lowest cost/highest effectiveness, completely assembled units meeting or exceeding the minimum specifications contained herein.

Inspection of Work:

The ordering bureau within NMDOT shall have access, at any reasonable time, to the bidder's and manufacturer's facilities for the purposes of inspection during periods of manufacture or assembly of the items to be ordered hereunder. The costs associated with such inspection trips shall be borne by NMDOT.

Above noted equipment shall be delivered within one hundred and eighty (180) working days of bidder's receipt of order. If the above noted equipment is to be installed on a separate unit supplied by the user agency, then it shall be delivered within one hundred and eighty (180) working days of bidder's receipt of said unit. In the event of failure of the bidder to deliver in accordance with this requirement, the bidder shall be liable to the user agency and/or the State for late delivery penalties in the amount of \$25.00 per unit per day.

Documented strikes, national emergencies, or acts of God are the only justification for delay in delivery. Acts of God are defined as unusual, sudden, and unexpected manifestations of the forces of nature, the effect(s) of which could not have been prevented by reasonable human foresight, plans, and care.

Certificates, Manuals, and Warranties:

When unit(s) are delivered, the bidder shall provide to the ordering agency (*upon request*):

- a) Documents of Title, (Due upon payment to vendor)
- b) Certificates of Origin, (Due upon payment to vendor)
- c) Warranty and Guarantee Certificates,
- d) Certifications specified in the contract,
- e) Manuals specified in the contract.

Guarantees and Warranties:

Unit(s) furnished hereunder shall be fully warranted (bumper to bumper) on all parts and labor for a minimum of two (2) years. All power train components shall be fully warranted for at least five (5) years and/or twenty five hundred (2,500) hours. In the event that a factory standard warranty exceeds our stipulated warranty, the factory standard warranty shall prevail.

No deductible shall apply during the warranty period.

It is understood that unit(s) offered in response to this request for bids will be of new design. In the event that unforeseen operational problems occur because of new design, the manufacturer shall warrant that it will retrofit at no cost to NMDOT, any improvements developed to correct problems of repeated or early failure in meeting acceptable performance standards for a period of one (1) year from date of delivery.

Hydraulic components furnished hereunder shall be fully warranted on parts and labor for a minimum of two (2) years, or as may otherwise be required under this specification.

Hydraulic Components to Be Covered:

Hydraulic Pumps, Valves, Cylinders, Reservoirs and Controls.

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Servicing:

Unit(s) ordered under this agreement shall be completely serviced and ready for operation upon delivery.

Warranty Repairs:

While the unit(s) provided hereunder are under warranty, all repairs shall be completed within five (5) working days after receipt of unit(s). This period may be extended at the user's option and such extension shall be documented in writing. In the event of failure to perform repairs within five (5) working days and failure to receive approval for time extension, the Vendor shall provide a like unit until repairs are completed. All repairs shall be performed at the Vendor's place of business or other facility of his/her choice. Delivery of unit(s) for repair and all costs associated therewith shall be the user's responsibility.

Parts Availability:

All replacement parts/components required by the ordering agency for repairs of unit(s) shall be provided within five (5) working days during the warranty period. This period may only be extended at the user's option.

In the event of failure to provide parts/components within the stipulated time or receipt of user/owner concurrence for extending this time, the bidder shall provide the replacement parts/components at no cost to the user/owner.

Training:

The Vendor will be responsible for providing a minimum of four (4) hours of service and operator training or as may otherwise be required. Training session format(s), length(s), and location(s) will be mutually agreed to between the seller and purchaser.

Payment or Acceptance Not Conclusive:

Vendor must supply agency with an invoice for payment. No payment made under this agreement shall be conclusive evidence of the performance of the price agreement either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the Vendor from corrections of the defects. The final acceptance shall not be binding upon the NMDOT or the State, or conclusive, should it subsequently develop the Vendor has furnished inferior items or had departed from the specifications and/or the terms of the agreement. Should such conditions become evident, the ordering agency shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the Vendor.

Order of Preference:

Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design, equal or better.

Options:

All ordered options shall be installed if applicable.

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**New Mexico Department of Transportation
Minimum Specifications for the following
Equipment Trailers:**

Item 001 – Specifications:

Equipment Trailer, 14,000 lbs.

Scope:

This specification describes a fourteen thousand (14,000) pounds Gross Vehicle Weight Rating (GVWR) equipment trailer with fold up ramps.

Deck:

Twenty (20) foot useable length. Twenty-four (24) foot overall length.

Inside Width:

Eighty-three (83) inch inside width between fenders.

Gross Vehicle Weight Rating:

Fourteen thousand (14,000) pounds.

Frame:

Six (6) inch structural channel.

Cross Members:

Three (3) inch channel on twelve (12) inch centers.

Towing Tongue:

Integral with frame, two-five sixteenths inch height adjustable hitch with three-eighths inch thick, grade (70) safety chains with safety latch hooks. Twelve thousand (12,000) pounds drop leg jack-side wind. Manufactures standard weatherproof lockable tool box, between towing tongue frame.

Ramps:

Heavy duty Tilt bed. Tilt platform is seventy-five (75) inches wide and sixteen (16) feet long.

Floor:

Two (2) inch treated Pine or Douglas fir.

Tie Downs:

Rubrail and Tie down pockets along sides.

Axles:

Two (2), seven thousand (7,000) pounds capacity cambered axles with electric brakes on all wheels and safety break-a-way system.

Suspension:

Multi-leaf slipper springs with equalizer.

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Wheels and Tires:

Sixteen (16) inch by six (6) inch white mod eight (8) bolt. Lt235/80r16 load range E tires. Spare tire and wheel included. Spare tire mount (front or curbside).

Fenders:

Nine (9) inch x seventy-two (72) inch double square brake, diamond plate.

Wiring:

Seven (7) way electrical RV plug. All wiring shall be protected from the elements. Wiring shall run through angle iron or steel tubing. Angle iron or steel tubing shall be welded to the channel iron.

Lighting:

DOT approved recessed run-turn-stop-warning lights. All lights shall be LED type and led sealed in rubber grommets.

Paint:

Remove all dust and slag, prime and paint at factory with one (1) coat of Highway Orange/Omaha Orange. Paint undercarriage with one (1) coat of rust prevention black to prevent rust and corrosion.

Conspicuity Tape:

Install reflective tape to DOT specifications.

Identification Tag:

Aluminum tag with the following information; payload capacity, trailer weight, axle ratings, wheel ratings, tire ratings, serial number, and model. Serial number shall also be stamped on visible part of frame.

License Bracket/Registration Holder:

Heavy-duty metal license plate bracket with light. Aluminum registration/document holder.

Item 002 – Specifications:

Equipment Trailer, 20 Ton, Two (2) Axle

Scope:

This specification describes a twenty (20) ton payload capacity, tandem axle/dual wheels equipment trailer. Shall be a current production model and have been in production for five (5) years. Provide drawings and a certification affixed seal of a licensed professional engineer certifying design with bid.

Payload Capacity:

Forty thousand (40,000) pounds payload capacity. Built with a 2:1 safety factor engineered into the major structure to cover shock load.

Frame:

Twelve (12) inch wide flange main beams, continuous one-piece entire length of trailer, thirty (30) pounds per foot, high strength a572-grade fifty (50), fifty thousand (50,000) minimum yield high tensile steel.

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Cross Members:

Four (4) inch high strength channels 5.4 pounds per foot, pierced through main rails for low deck height on twelve-inch centers.

Towing Tongue:

Sixty-four (64) inches long. Four (4) position adjustable, three (3) inch inside diameter, one hundred thousand (100,000) pounds pull capacity pintle eye type hitch "Premier" (300) or prior approved equal. Grade seventy (70) high test cadmium plated safety chains with slip hooks and safety latches. Tongue will also have two (2) "D" Rings mounted on either side as far forward as practical to allow securement of loads on the front of trailer. One-eighth (1/8) inch thick steel toolbox with drain holes and one-eighth inch thick diamond tread steel, lockable weather proof lid. Installed between towing tongue frame rails.

Landing Gear:

Twenty-five thousand (25,000) pounds two-speed jack with side crank and wide hinged sand shoe or swivel sand pad.

Axles:

Tandem axle, each axle having a minimum of twenty-two thousand five hundred (22,500) pounds capacity with oil seal hubs.

Suspension:

Two (2) axle under slung spring suspension to meet GVWR. Adjustable torque rods on both axles. "Hutch" (H9700) or prior approved equal.

Brakes:

Anti-lock braking system. Twelve and one quarter (12-1/4) inches x seven and one half (7-1/2) inches full air, s-cam-type air brakes on all axles. Both axles shall have emergency/parking spring brakes. Air reservoir with cable pull-type drain(s). Automatic slack adjusters. Heavy-duty air hoses with color coded glad hands. Dummy glad hand covers installed on tongue.

Drums/Hubs:

Outboard mounted brake drums and cast steel hubs. "hub-pilot".

Wheels and Tires:

Eight (8)-17.5 x 6.75, eight (8) hole "hub-piloted" type wheels. Eight (8)-215/75r x 17.5 sixteen (16) ply tires. "Goodyear" or prior approved equal. Spare wheel and tire included.

Mud Flaps:

Provide manufacturer's standard mud flaps at rear (no dealer advertisement).

Deck:

Eight feet-six inches (8'6") wide x twenty-five feet (25') long level deck. Deck shall be "Rumber" recycled rubber plank decking with traction surface. Two (2) screws per board per cross member. Four inch (4") high front wheel stop. One-quarter inch (1/4") thick diamond tread steel plate wheel well covers adequately braced for load support. Overall width not to exceed eight feet-six inches (8'6").

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Beaver Tail:

Eight feet-six inches (8'6") wide x five feet (5') long beaver tail. Three-sixteenths inch (3/16") thick diamond tread steel plate full width/length. One inch (1") x two inch (2") solid rectangular, full width, traction bars on six inch (6") centers.

Ramps:

Self-cleaning, five foot (5') tracking, twenty inches (20") wide, adjustable fold-over ramps with support legs and three (3) lift assist springs per ramp.

Lighting/Wiring:

DOT approved recessed run-turn-stop-warning L.E.D. lights. Seven (7) way electrical plug with seven (7) wire heavy-duty cord. All wiring shall be protected from the elements with black plastic split looms and secured to frame with bolts and rubber coated loom clamps.

Reflective Tape:

Install conspicuity tape to DOT specifications.

License Plate Bracket/Registration Holder:

Provide heavy-duty metal license plate bracket with light. Aluminum document holder (weather tight) installed in toolbox.

Identification Tag:

Riveted aluminum tag with serial number, make, model number, GVW rating and axle ratings.

Paint:

Remove all dust and slag, prime and paint at factory with one (1) coat of Highway Orange/Omaha Orange. Paint undercarriage with one (1) coat of rust prevention black to prevent rust and corrosion.

Tie Downs:

Sixteen (16) heavy-duty lashing "D" rings, eight (8) per side of deck bed.

Outer Rails:

Seven (7) inch high strength channel, 9.8 pounds per foot continuous one-piece.

Front Header Stop:

Twelve (12) inch high strength channel, 20.7 pounds per foot.

Sliding Ratchet Winches:

Four (4) inch sliding ratchet winches with four (4) inch x twenty-seven (27) feet nylon straps and "J" style hooks. Heavy-duty sliding rail for winches on lower outer frame rails on driver's side to extend from the front of the deck completely to the beaver tail installed between tandems and behind tandems to beaver tail. Matching hook rail on opposite side. One (1) winch handle.

Item 003 - Specifications

Equipment Trailer, 27 ton, three (3) axle

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16856

Scope:

This specification describes a 54,000 pounds payload capacity, triple (3) axle tiltbed equipment trailer. Shall be a current, standard production model and have been in production for a minimum of two (2) years. Provide drawings and a certification affixed the seal of a licensed professional engineer certifying design with bid.

Payload Capacity:

Fifty-four thousand (54,000) pounds payload capacity. Built with a 2:1 safety factor engineered into the major structure to cover shock load.

Frame:

Manufacturer's standard hi-tensile steel to meet rated capacity. Center beams shall be I-beam

Crossmembers:

Manufacturer's standard hi-tensile steel to meet rated capacity. Cross members shall be spaced on nine (9) inch centers.

Towing Tongue:

Seventy-six (76) inch. Three (3) position height adjustable, one hundred thousand (100,000) pounds capacity pintle eye type hitch "Premier" (300) or prior approved equal. Two and one half (2-1/2) inch grade seventy (70) high test cadium plated safety chains with slip hooks and safety latches. Three-sixteenths (3/16) inch thick diamond tread steel toolbox with lockable weather proof lid installed inside tongue frame rails.

Landing Gear:

Two (2) speed twenty-five thousand (25,000) pounds capacity with swivel sand pad or hinged sand shoe.

Axles:

Three (3) axles. Each axle having a minimum of twenty thousand (20,000) pounds capacity. Oil lubricated hubs with "Stemco" clear caps or approved equal.

Suspension:

Three (3) axle, heavy-duty spring suspension to meet axle capacity. "Hutch" (9700) or prior approved equal.

Brakes:

Anti-lock braking system "Midland" (ABS) or prior approved equal. Twelve and one quarter (12-1/4) inch x seven and one half (7-1/2) inch full air, S-cam-type air brakes on all axles, equipped with non-asbestos shoes. All axles to be equipped with emergency/parking spring brakes. Air reservoirs with easy access cable pull-type drain valves. Automatic slack adjusters. Provide all valves, hoses, piping, and color coded glad hands for a complete system. System to comply with all federal DOT regulations.

Drums/Hubs:

Oil seal hubs with outboard type drums.

Wheels and Tires:

Twelve (12)-235/75r 17.5 load range (H) radial tires. Twelve (12)-17.5 x 6.75 ten (10) hole steel disc wheels "hub piloted" to meet axle capacity. Spare wheel and tire included.

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Mud Flaps:

Provide manufacturer's standard mud flaps at rear (no dealer advertisement).

E-Odometer:

Install a E-odometer on front of trailer.

Deck:

Five (5) foot stationary deck with four (4) inch front wheel stop. Twenty-six (26) foot tilt deck length (clear and unobstructed). Eight (8) feet six (6) inch width. Two (2) inch thick full width "Rumber" (940)759-4181 recycled rubber plank decking with traction surface doubled screwed to every cross member, wheel well covers which shall be covered with one quarter (1/4) inch thick steel plate, under "Rumber" decking. Adequately reinforced for supporting loads and to cover entire wheel well section. Crossmember spacing nine (9) inch max.

Lighting/Wiring:

Moisture sealed run-turn-stop-warning L.E.D. lights to DOT specifications. All wiring to be protected with wire looms. Seven (7)-way electrical receptacle.

Reflective Tape:

Install conspicuity tape to DOT specifications.

License Bracket/Registration Holder:

Provide heavy-duty metal license plate bracket with light. Aluminum document holder (weather tight).

Identification Tag:

Stamped aluminum tag with the following information; payload capacity, trailer weight, axle ratings, wheel ratings, tire ratings, serial number, and model. Serial number shall also be stamped on visible part of frame.

Paint:

Remove all dust and slag, prime and paint at factory with two (2) coats of (2) part Highway Orange/Omaha Orange. Paint undercarriage with two coats of rust prevention black to prevent rust and corrosion.

Tie Downs:

Twenty (20) lashing "D" rings, ten (10) per side.

Deck Latch:

Over-center type with tension adjustment, lever and safety pin on driver side.

Cushion Cylinder:

Four (4)inch x twenty-four (24) inch with internal metered flow to cushion loading and unloading.

Chain Slots:

Eighteen (18), nine (9) per side two-way chain slots for one half (1/2) inch chain.

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Items:

Items	Unit	Article and Description	Vendors:	Unit Price				
				(AA)	(AA)- Alternate Item	(AB)	(AC)	(AD)
001	Each	Equipment Trailer, 14,000 lbs.						
		Make Offered		Towmaster		Interstate		Trail Max
		Model Offered		T-12DT		12TST		T-12-UT
		Base price per unit		\$10,222.00		\$13,850.00		\$12,500.00
		Options:						
		A) Additional technical manual (CD ROM if available)	Add	\$75.00		\$85.00		N/C
		B) Additional parts book (CD ROM if availalbel)	Add	\$75.00		\$85.00		N/C
		C) Twenty-two (22) foot deck length	Add	\$1,600.00		\$800.00; Have to order when ordering trailer		N/A
		D) Height adjustable pintle eye hitch in lieu of bulldog type hitch	(Deduct)	No Charge		\$125.00; This amount to be subtracted from cost		N/A
		E) Height adjustable pintle eye hitch in lieu of bulldog type hitch	Add	No Charge		included		\$1,350.00
		F) Percentage of Discount for Equipent Trailer, 14,000 lbs attachments and/or options not listed.		15%		10%		5%

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Items	Unit	Article and Description	Vendors:	Unit Price				
				(AA)	(AA) - Alternate Item	(AB)	(AC)	(AD)
002	Each	Equipment Trailer, 20 Ton, Two (2) Axle						
		Make offered		Towmaster	Eager Beaver	Interstate	Globe Trailer	Trail Max
		Model Offered		T-40	20XPT	40DLA	20 Ton Tag A Long	TD-40-FBR
		Base price per unit		\$29,975.00	\$32,751.00	\$31,850.00	\$26,495.00	\$32,174.00
		Options:						
		A) Additional technical manual (CD ROM if available)	Add	\$75.00	\$100.00	\$85.00	\$75.00	N/C
		B) Additional parts book (CD ROM if available)	Add	\$75.00	\$100.00	\$85.00	\$75.00	N/C
		C) Fifteen thousand (15,000) pound electric winch	Add	\$5,500.00 (20K LB Winch)	N/A	\$3,500.00	\$1,670.97	\$1,750.00
		D) Three (3) wide ramps with spring assist for upright storage with minimum dimensions of three (3) feet by five (5) feet	Add	\$935.00	N/A	N/A	\$195.94	\$3,400.00
		E) Hardwood decking	(Add/Deduct)	-\$3,000.00	-\$4,200.00	(\$3,000.00); This amount to be subtracted from price	-\$61.23	\$1,500.00
		F) Percentage of Discount for Equipment Trailer, 20 ton, two (2) axle attachments and/or options not listed.		15%	15%	10%	15%	5%

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Items	Unit	Article and Description	Vendors:	Unit Price				
				(AA)	(AA) - Alternate Item	(AB)	(AC)	(AD)
003	Each	Equipment Trailer, 27 Ton, Three (3) Axle						
		Make offered		Towmaster		Interstate		Trail Max
		Model Offered		T-50T		54TDL		TRD-54-T
		Base price per unit		\$41,985.00		\$44,090.00		\$40,500.00
		Options:						
		A) Additional technical manual (CD ROM if available)	Add	\$75.00		\$85.00		N/C
		B) Additional parts book (CD ROM if available)	Add	\$75.00		\$85.00		N/C
		C) Twenty (20) capacity with two (2) axles.	(Deduct)	-\$4,528.00		See item 2		N/A
		D) Hardwood decking	(Add/Deduct)	-\$3,400.00		(\$3,000.00); This amount to be subtracted from price		\$1,500.00
		E) Percentage of Discount for Equipment Trailer, 27 ton, three (3) axle attachments and/or options not listed.		15%		10%		5%

*** 3 Items Total ***


Certificate Of Completion

Envelope Id: 0AC9F217576D450DAF89CB30DDCD9B96	Status: Completed
Subject: GSD/SPD Procurement#: 10-80500-20-16856	
Source Envelope:	
Document Pages: 19	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Michael Saavedra
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	13 Bataan Blvd
	Santa Fe, NM 87508
	Michael.Saavedra@state.nm.us
	IP Address: 164.64.63.2


Record Tracking

Status: Original 2/1/2021 2:16:47 PM	Holder: Michael Saavedra Michael.Saavedra@state.nm.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Michael Saavedra michael.saavedra@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.237.129.246	Sent: 2/1/2021 2:17:42 PM Viewed: 2/1/2021 2:17:51 PM Signed: 2/1/2021 2:17:58 PM

Electronic Record and Signature Disclosure:
Accepted: 6/4/2020 11:04:51 AM
ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Travis Dutton- Leyda Travis.Dutton-Leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 67.164.144.62	Sent: 2/1/2021 2:18:02 PM Viewed: 2/1/2021 2:32:42 PM Signed: 2/1/2021 2:32:55 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Valerie Paulk valerie.paulk@state.nm.us State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 75.161.86.101 Signed using mobile	Sent: 2/1/2021 2:32:59 PM Viewed: 2/1/2021 2:34:44 PM Signed: 2/1/2021 2:35:30 PM
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Electronic Record and Signature Disclosure:
Accepted: 5/29/2020 9:40:59 AM
ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/1/2021 2:17:42 PM
Certified Delivered	Security Checked	2/1/2021 2:34:44 PM
Signing Complete	Security Checked	2/1/2021 2:35:30 PM
Completed	Security Checked	2/1/2021 2:35:30 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPInfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.