



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

<p><b>Awarded Vendor</b> <b>2 Vendors</b></p>   <p>Telephone No. _____</p>
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Price Agreement Number: 50-805-14-11915

Price Agreement Amendment No.: Three

Term: November 7, 2017 thru November 6, 2018

<p><b>Ship To:</b> NM Department of Transportation 1120 Cerrillos RD Santa Fe, NM 87504</p>
<p><b>Invoice:</b> NM Department of Transportation PO Box 1149 Santa Fe, NM 87504</p>
<p>For questions regarding this Price Agreement please contact: India Garcia 505-827-5183</p>

Procurement Specialist: Sandra Lujan 

Telephone No.: (505) 827-0242

Email: sandrar.lujan@state.nm.us

Title: *Motorcycles*


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 November 7, 2017 to November 6, 2018 at the same price, terms and conditions. Additionally, change vendor (AA) address to the following:

(AA) 0000112447  
Global Enforcement Motors  
E 180 Deerhaven Ave  
Dalton Gardens, ID 83815

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

  
New Mexico State Purchasing Agent

Date: 11/7/2017



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment


<p><b>Awarded Vendor</b> 2 Vendors</p>  <p>Telephone No. _____</p>
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Price Agreement Number: 50-805-14-11915

Price Agreement Amendment No.: A002

Term: November 7, 2014 – November 6, 2017

<p><b>Ship To:</b> NM Department of Transportation 1120 Cerrillos RD Santa Fe, NM 87504</p>
<p><b>Invoice:</b> NM Department of Transportation PO Box 1149 Santa Fe, NM 87504</p>
<p>For questions regarding this Price Agreement please contact: Angela Martinez 505-827-5127</p>

Procurement Specialist: Sandra Lujan 

Telephone No.: (505) 827-0242


Title: *Motorcycles*

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 November 7, 2016 to November 6, 2017 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

  
\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 10/21/2016



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

**Awarded Vendor**

2 Vendors

Telephone No. \_\_\_\_\_

Price Agreement Number: 50-805-14-11915

Price Agreement Amendment No.: One

Term: November 7, 2014 – November 6, 2016

**Ship To:**

NM Department of Transportation  
1120 Cerrillos Rd  
Santa Fe, NM 87504

Procurement Specialist: Sandra Lujan

Telephone No.: 505-827-0242

**Invoice:**

NM Department of Transportation  
PO Box 1149  
Santa Fe, NM 87504

For questions regarding this Price Agreement please contact:  
Angela Martinez 505-827-5127

Title: **Motorcycles**

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 November 7, 2015 to November 6, 2016 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

New Mexico State Purchasing Agent

Date: 11/06/2015



**State of New Mexico  
General Services Department**

**Price Agreement**

<b>Awarded Vendor</b> <b>2 Vendors</b>    <b>Telephone No.</b> _____
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Price Agreement Number: 50-805-14-11915

Payment Terms: See Page 6

F.O.B.: Destination

Delivery: See Page 6

<b>Ship To:</b> <b>NM Department of Transportation</b> <b>1120 Cerrillos Rd</b> <b>Santa Fe, NM 87504</b>
<b>Invoice:</b> <b>NM Department of Transportation</b> <b>PO Box 1149</b> <b>Santa Fe, NM 87504</b>
<b>For questions regarding this contract please contact:</b> <b>Dolores Baca 505-827-3209</b>

Procurement Specialist: Sandra Lujan

Telephone No.: 505-827-0242

Title: **Motorcycles**

Term: **November 7, 2014 thru November 6, 2015**

**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: 11/4/2014

**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. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
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,

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fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights 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.

### **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: <http://www.insurenemexico.state.nm.us/>.

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!*

### **New Mexico Pay Equity Initiative**

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 that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, 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 it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:  
[http://www.generalservices.state.nm.us/statepurchasing/Pay\\_Equity.aspx](http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx)

### **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.

#### **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 of 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) 112447**

**Global Enforcement Motors  
11358 N. Government Way  
Hayden, ID 83835  
Phone: 208-691-4277  
Email: [steve@zeropolice.com](mailto:steve@zeropolice.com)**

**Payment Terms: Net 30  
FOB: Destination  
Delivery: 45 Days ARO**

**(AB) 51590**

**Santa Fe Motor Sports, Inc  
2594 Camino Entrada  
Santa Fe, NM 87507  
Phone: 505-438-1888  
Email: [sfms1888@aol.com](mailto:sfms1888@aol.com)**

**Payment Terms: Net 30  
FOB: Destination  
Delivery: As Requested**

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Specifications for purchase of motorcycles:

The NMDOT is seeking to establish a multisource indefinite quantity price agreement to purchase motorcycles that will be used for training classes that will be conducted by the NMDOT Traffic Bureau. The motorcycles will be operated for short periods of time at normal parking lot speeds (typically not in excess of 20 mph), with frequent periods of idling. The motorcycles must be of the same type, construction, and design as currently available for private purchase by individuals. The motorcycles must meet the specifications as indicated on the listing of items.

Several makes and models should be considered and selected to accommodate the different size type and skill of individual riders that will attend the training program.

The manufacturer(s), in the selection and engineering of components, will use materials and design practices that will produce the best motorcycles in the industry for the type of operation to which the motorcycles will be subjected.

Component parts and design shall be of the quality that will give maximum performance, durability and safety, and not merely meet minimum requirements of the specification.

The motorcycles shall, in all aspects, meet or exceed all requirements of the Federal Government for the year model bid. The motorcycles shall include all standard equipment normally sold and marketed to the retail public, unless specifically deleted by request of the purchaser.

This price agreement is applicable and available for use by New Mexico Department of Transportation, New Mexico State Agencies and New Mexico Local Public Bodies.

Terms:

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

Quantities provided are estimate quantities for bidding purposes only. The NMDOT reserves the right to place orders on a more or less basis depending on the needs of the NMDOT.

Illustrative and Technical data:

Bidder is encouraged to submit with bid an illustrative product brochure and technical data on vehicle proposed to be furnished.

Escalation Clause:

In the event of a product cost increase an escalation request will be reviewed by this office 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 as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

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Payment and Invoicing:

Within fifteen days after the date the Department receives written notice from the Contractor that payment is requested for services, Construction or items of tangible personal property delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the Department finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty days after the date of receipt of written notice from the contractor that payment is requested, provide to the contractor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the Contractor may proceed to provide remedial action. Upon certification by the Department that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the contractor within thirty days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirteenth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1 ½ percent per month. For purchases funded by state or Federal grants to local public bodies, if the public body has not received the funds from the Federal or State funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five working days of receipt of funds from that funding agency.

Warranty:

Vendor shall specify details of warranty to apply, specify categories; engine, power train, etc., time and mileage. Warranty start date shall be the date when the motorcycles are placed in service, not the date that the motorcycles are delivered to the agency. If warranty update cards or forms are required, vendor shall deliver one card or form, with the owner's manual of each vehicle, to the purchasing agency fleet manager at the time the motorcycles are delivered to the agency.

METHOD OF AWARD:

Method of award shall be to multiple vendors for each item.

In no case shall an agreement be awarded to more than three vendors.

Prices quoted shall include all costs for item.

The following procedure for the utilization of vendors shall be used on multiple source price agreements.

1. The selection of a vendor from a multiple source price agreement to provide an item shall be based on the purchase order.
2. The Department shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded vendor.
3. The vendor selected to provide requested items shall be the vendor providing items for the specific purchase order at the lowest overall cost to the Department.

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4. A vendor not offering the lowest cost to the Department can only be used for the specific project if the vendor providing the lowest overall cost to the Department is unable to provide the requested item(s) due to product availability. The Department shall require written correspondence from vendor indicating unavailability to perform specified work.

THE CONTRACTOR AGREES TO:

Contractor shall indemnify and hold harmless The State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Contractor's and/or its employees, own negligent act(s) or omission(s) while Contractor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 56-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member thereof 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.

Repair Parts:

It is the responsibility of the manufacturer supplying the motorcycles purchased to maintain an adequate stock of all regular and special parts, within the State of New Mexico, to meet the continuing service and repair part needs of the Department, without undue delay.

Legal Requirements:

All exceptions to these specifications shall be listed on a separate sheet of paper.

The New Mexico Traffic Safety Bureau shall have the final decision of acceptability of the product; the burden of proof shall be upon the vendor.

Technical Information:

The successful bidder(s) shall supply the New Mexico Department of Transportation with the following technical information prior to the first vehicle delivery.

- A: Owner's Manual – each motorcycle(s) delivered shall have on (1) owner's manual delivered with the motorcycle.

Ornamentation Advertising:

No Dealer advertisement shall be displayed on the exterior or affixed to the interior of the vehicle.

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Manufacturing of Motorcycles:

It is intended that motorcycles purchased under this specification will be of the same quality and performance as offered to the general public from dealer showrooms.

Vehicle Type: Street legal motorcycles in the 500 cc or less engine displacement; configuration of street standard, cruiser, sport or dual-purpose motorcycle (see items listed for details).

Battery: Manufacturer's standard

Brakes: Front and rear brakes shall be independently controlled with either mechanical or hydraulic actuation systems

Front brakes: Shall be disk or drum systems, hand operated from the right handlebar.

Rear brakes: Shall be disc or drum systems type, foot operated with pedal located on right side.

Color: Factory standard

Driveline: Shall be factory standard by model with 4, 5, or 6 speeds

Frame: Shall be factory standard by model

Protection bars: None

Fairing: None

Emergency lights: None

Engine: 500 cubic centimeters or less – air or liquid cooled (see items listed for details).

Footrests: So constructed that they will fold in the event of contact with the ground.

Fuel tank: Factory capacity

Radio Box Mount: None

Seat: Factory standard by model (30" or less)

Weight: Unladen weight of 400 pounds or less

Speedometer: Factory standard by model.

Stands: Factory standard by model.

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Tires: Factory standard by model.

Warranty: Manufacturer standard.

Wheels: Front and rear wheels shall be factory standard by model.

Windshield: None.

Optional equipment

None

“Street Motorcycles, current/earlier year’s model – prices to be quoted by year/model (no used or demonstration models to be offered)”

Proposed units must meet all specifications given above with the following exception: With respect to the unit engine displacement, unladen weight, and seat height - only two of those three specifications must be met. For example, a unit may exceed the engine displacement of 500 cc or less, but still be acceptable if the weight and seat height meet the specifications above.

The following conditions shall apply to all items:

- A. Bidder(s) must be an authorized dealer, and have parts and factory certified service facilities within the state of New Mexico.
- B. Units shall be new current/one year old production year models.
- C. All specifications are minimum.
- D. Units shall meet all state and federal legal requirements.
- E. Units shall include all standard items listed in manufacturer’s literature.
- F. Units shall be completely assembled, serviced, and ready for operation as required by the manufacturer and user agency.
- G. Units shall carry the manufacturer standard warranty
- H. Units are to be transported to the user agency, rather than being driven.
- I. All ordered options shall be installed.
- J. Award(s) shall be based on total cost, F.O.B. Santa Fe.
- K. All subcontractors must show proof of current product of Liability Insurance.

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- L. Units shall include all OEM equipment as supplied by the manufacturer, unless otherwise specified in price agreement specifications.
- M. Prior to delivery of units to user agency, all reservoirs must be filled to capacity.
- N. Awarded vendor(s) shall acknowledge receipt of purchase order to ordering agency within two working days. Verbal orders are Invalid. Likewise, user must verify receipt of purchase order by vendor.
- O. The New Mexico Purchasing Division reserves the right to add or delete options and/or negotiate the price of options if it is in the best interest of the state of New Mexico.

NOTE: all quantities are approximate.

IMPORTANT: vendor(s) must identify motorcycles offered:

Unit make and model: Engine size:

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 Purchasing Division  
 Price Agreement #: 50-805-14-11915

Item	Approx. Qty.	Unit	Article and Description	Unit Price
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STANDARD

001    10    EA    Suzuki TU250

**Vendor – 2**    Make offered **3026 Suzuki**  
 Model offered **TU 250**  
 Base price per unit **\$ 4,049.00**

CRUISER

002    10    EA    Honda Rebel/CMX250

Make offered **NO BID**  
 Model offered \_\_\_\_\_  
 Base price per unit \$ \_\_\_\_\_

003    10    EA    Yamaha XV250 Cruiser

**Vendor – 2**    Make offered **2014 Yamaha**  
 Model offered **XV 250**  
 Base price per unit **\$ 3,897.00**

DUAL - SPORT

004    10    EA    Honda CRF 250

Make offered **NO BID**  
 Model offered \_\_\_\_\_  
 Base price per unit \$ \_\_\_\_\_

005    10    EA    Honda CRF 250L

Make offered **NO BID**  
 Model offered \_\_\_\_\_  
 Base price per unit \$ \_\_\_\_\_

006    10    EA    Kawasaki KLX250S

Make offered **NO BID**  
 Model offered \_\_\_\_\_  
 Base price per unit \$ \_\_\_\_\_



State of New Mexico  
General Services Department  
Purchasing Division  
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Kawasaki EX300

007 10 EA Yamaha XT250

**Vendor – 2** Make offered 2015 Yamaha  
Model offered XT 250  
Base price per unit \$ 4,629.00

008 10 EA Yamaha TW200

**Vendor – 2** Make offered 2015 Yamaha  
Model offered TW 200  
Base price per unit \$ 4,098.00

009 10 EA Yamaha WR250R

**Vendor – 2** Make offered 2013 Yamaha  
Model offered WR 250R  
Base price per unit \$ 5,797.00

010 10 EA ATK GT250 V-Twin

**Vendor – 1** Make offered (ALTERNATE) ATK  
Model offered G-T250  
Base price per unit \$ 3,850.00

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\*\*\*10 Items Total\*\*\*