



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
0000094627
Construction Truck Equipment
10200 Trumbull, SE
Albuquerque, NM 87123
Telephone No. 505-292-8018_____

Price Agreement Number: 50-805-14-12176

Price Agreement Amendment No.: Three

Term: November 7, 2014 – November 6, 2018

Ship To:
New Mexico Department of Transportation
Various Locations

Invoice:
Same as "Ship to" address

For questions regarding this Price Agreement please contact:
Lou Garafolo 505-827-5579

Procurement Specialist: Susan L. Phillips *slp*

Telephone No.: (505) 827-0488

Title: Sprayer: Weed & Ice, Chassis Mounted

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.

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

Marilyn Pennington
New Mexico State Purchasing Agent

Date: 11/7/2017



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
0000094627
Construction Truck Equipment
10200 Trumbull SE
Albuquerque, NM 87123

Telephone No. 505-292-8018

Price Agreement Number: 50-805-14-12176

Price Agreement Amendment No.: Two

Term: November 7, 2014 - November 6, 2017

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Travis Dutton

Telephone No.: 505-827-0477

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

Invoice:
Same as "Ship To" address

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


Title: **Sprayer: Weed & Ice, Chassis Mounted**

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: 10.24.16



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
0000094627
Construction Truck Equipment
10200 Trumbull SE
Albuquerque, NM 87123
Telephone No. 505-292-8018

Price Agreement Number: **50-805-14-12176**

Price Agreement Amendment No.: **One**

Term: **November 7, 2014 - November 6, 2016**

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Travis Dutton

Telephone No.: 505-827-0477

Invoice:
Same as 'Ship To' address

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

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

Title: Sprayer: Weed & Ice, Chassis Mounted

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 5, 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: 11.5.15



**State of New Mexico
General Services Department**

Price Agreement

Awarded Vendor
0000094627
Construction Truck Equipment
10200 Trumbull SE
Albuquerque, NM 87123
Telephone No. 505-292-8018

Price Agreement Number: **50-805-14-12176**

Payment Terms: **Net 30**

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

Delivery: **As Requested**

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: **Travis Dutton** *TD*

Telephone No.: **505-827-0477**

Invoice:
New Mexico Department of Transportation
Various Locations

For questions regarding this contract please contact:
James Ortega 505-827-5135

Title: **Sprayer: Weed & Ice, Chassis Mounted**

Term: **November 7, 2014 thru November 4, 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

Brenda B. Chacor

 New Mexico State Purchasing Agent

Date: 11/5/14

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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. 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.insurenwnewmexico.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

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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 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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Establish a Price Agreement for chassis mounted weed and ice sprayers, new current production model for the New Mexico Department of Transportation.

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

Successful bidder shall be an authorized dealer in New Mexico and be a physically established dealership with parts and service facilities in the state of New Mexico.

Manufacture shall have a minimum of five (5) years of manufacturing this type/model of equipment.

Furnish one (1) technical manual, one (1) parts book and one (1) operator's manual with each unit delivered.

Successful bidder shall provide a minimum of four (8) hours training on the safety, maintenance/service, and proper operational procedures by factory or factory trained/certified personnel at each ordering district. Time and place to be mutually agreed on by vendor and district equipment manager. Training shall be provided to ordering districts within thirty (30) days from date of delivery.

All items and equipment listed, as standard in manufacturer's literature shall be provided. Provide literature with bid.

Dealer preparation, conditioning and full service is required prior to delivery.

Deliver fob to dealer's place of business within the state of New Mexico.

Warranties:

Minimum warranty of twenty-four months (24) months (bumper to bumper) is required on all parts, components and labor. Additional warranty and other requirements are on the attached supplemental terms and conditions (miscellaneous equipment). Warranty shall apply from the date equipment is accepted and approved by the user agency to meet all specifications as set forth. Bidder assumes responsibility for effecting repair and/or replacement of all items under warranty.

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.

Scope:

It is the intent of these specifications to describe a complete and operable spraying system for the controlled application of herbicides and anti-icing/deicing chemicals. Local vendor shall install the spray system on an N.M.D.O.T. provided chassis.

General Description:

The basic spray system shall include a water/anti-ice tank, centrifugal spray pump, chemical tank(s), flatbed, boom less spray head(s) distributor bar and computerized chemical injection control and pumping system. All components in the water/anti-ice and chemical systems must be resistant to corrosion from chemicals currently used in N.M.D.O.T. Vegetation and Ice Control Program.

Water/Anti-Ice Tank:

Shall be elliptical shaped with 1235-gallon capacity (no exception). The tank shall have a removable, anti-surge, "Butterfly Baffle" system that reduces tank volume by no more than 1.5%. Bolt-in baffles or tank indentations will not be

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acceptable. The tank and baffle material must be UV stabilized polyethylene. The tank will be secured to a chassis mounted flatbed with four heavy-duty, galvanized, tubular steel bands. The base plates for each band must be secured with bolts that pass through the flat bed deck and bed cross-member. The bands must provide adequate support for continuous off-road operation. The tank lid must be 16-in diameter minimum, positive locking type with an air vent to prevent damage from excessive pressure or vacuum. There shall be 2-in. glass-filled poly ball valves installed at each end of the tank, as close to the bottom as possible. The valves must be mounted directly to the tank with bulkhead fittings. It must be possible to open and close both tank valves from the right (curb) side of the truck while standing on the ground. Both tank valves will be plumbed to a "T" fitting mounted below the bottom center of the tank, which in turn is plumbed to the water pump inlet. The hose between the "T" and water pump shall be 3-in., non-collapsible suction type. The water tank drain shall be 1/4-in. chrome plated, brass ball valve installed at the lowest point in the suction line.

Water Tank Fill:

Shall be a 2-in. minimum line installed to fill through the tank lid with a 4-in. minimum anti-siphon air gap. The fill line must run through and under the flatbed deck (no exception) to a convenient curbside location. A 2-in. Y-strainer must be installed in the fill line at a location that allows easy access. The fill hose connection will be a 2-in. male camlock fitting with cap and retainer chain.

Loading Hose:

To be twenty-five (25) ft. long by 2-in. mill hose with 2-in. female and male camlock type fitting.

Sprayer Pump:

Shall be Hypro model 9303S-HM5C stainless centrifugal pump or approved equal with 2-in inlet. The pump must be driven with a direct mount hydraulic motor. The pump must be capable of producing 70 PSI and 130 GPM. The inlet, outlet and chemical injection fittings that are connected directly to the pump must be brass or stainless steel (no exception). A suction strainer with 30-mesh stainless steel screen will be installed on the inlet side of the water pump

"Boomless" Nutating Spray Heads:

The spray head assemblies will include nine (9) Spraying Systems, direct acting, solenoid valves and regulators with 2 1/2-in. diameter liquid filled gauges. All spray head hose connections at the solenoid-regulator assembly must include 3/4-in. camlock quick disconnects and 3-way ball valves. The solenoid-regulators will be stacked vertically in a steel panel securely attached to the flatbed deck and cab shield. Two adjustable height vee-jet nozzles on swivels shall be mounted below the spray head mounting-socket. Or approved equal. These nozzles will cover the area forward and to the rear of sign and guardrail posts.

Handgun Hose Reel Assembly:

Shall include a hand crank hose reel, with hose roller guide, 100-ft. of 600 PSI, by 1/2-in. I.D. chemical resistant hose and 43L handgun. A Norstar NS6520 or approved equal flow switch will be installed in the handgun feed line to turn chemical injection pumps off when handgun trigger is released. A 1/2-in. brass ball valve must be installed in the hose reel feed line prior to the flow switch.

Cone Bottom Chemical Tank(s):

The tanks must be ultra-violet stabilized and have 10-in. diameter positive locking lids. Molded gallon markers shall be easily visible on the tanks. Three (3) 3/4-in. brass ball valves (full open) shall be installed at the bottom of each tank. The shut-off valve for the tanks will be hard plumbed directly to the tank bottom (no exception). The second valve will be installed as a shut off to the chemical pump. The third valve will be installed as a tank drain. Each tank will be mounted in a stand on a heavy duty base plate and secured with a 1/8-in. by 4-in. adjustable steel band around the top, vertical portion of the tank. All tanks shall have low level sensors with indicator lights in the cab control center. The tanks required are one 30-gallon and two 70-gallons.

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Chemical Tank Agitators:

Will be Norstar NSC-40570-V2 series or approved equal with 12 VDC drive motors mounted to the tank stand. Through the tank lid type agitators are unacceptable. The propeller shaft and propeller must be 304 stainless steel. The agitators shall be cab controlled on-off, with high and low speed. All cone tanks will have agitators

Closed Chemical Tank Loading System:

Will be a Norstar NSC-90158 or approved equal with 10 GPM pump and flow meter installed as an integral part of the sprayer. The controls will be located for convenient operation while standing on the ground. All chemical tanks will be plumbed for bottom filling. The chemical tanks and the water tank shall be plumbed to the "Closed Loading Station" with 3/4-in hose. The "Closed Loading Station" will include individual 1-in. poly ball valves for each chemical tank and the water tank. The ball valves will direct chemical or water to the desired chemical tank, transfer products between chemical tanks, and off-load chemical from chemical tanks. The valves will be clearly labeled for function and action. The loading pump shall be a dual diaphragm, self-priming type with thermal-overload protection. Each of the diaphragms will have two inlet and outlet check valves. The flow meter for the closed loading system shall have a liquid crystal display and air sensing capability to distinguish between air and liquid flow. The system will include a 3/4-in. by 12-ft. long suction/discharge hose with 4-ft. long, plastic, remote tank extraction probe. The suction/discharge hose will have a 1-in. dribbles, male quick disconnect matching the inlet/outlet at the closed loading station.

Cab Control Center:

Must have a computer console and separate electro-mechanical console no exception. Both consoles will be installed inside a steel framework attached to a double articulating arm that allows either the driver or passenger to operate controls conveniently. The arm shall be securely attached to a floor mounted 3-in. minimum diameter pedestal. All control cables connecting the control center to sprayer components will be run through the pedestal. The pedestal shall include braces and a heavy-duty steel base plate to minimize vibration. The control center electrical system and related components will not require any additional power source or storage capacity other than that which is normally supplied as heavy duty by chassis manufactures. It will be possible to easily service or replace the mechanical console without opening, removing, or disturbing the computer console. All spray system controls must be in either the mechanical or computers console no exception.

Computer Console:

Will be a Mid-Tech TASC Model 6300 or approved equal the console must operate a minimum of three chemical injection pumps and automatically maintain operator programmed output rates at plus or minus 2% for each pump.

Computer Console:

When spray width or vehicle speed changes the computer shall adjust the speed (output) of the injection pumps within 5-tenths of a second. A truck frame mounted radar unit will provide the computer with ground speed and distance input. The computer must be capable of maintaining primary and secondary application rates for each chemical injector pump and allow a manual change of preprogrammed application rates and spray widths on the go. Included in the console shall be nine (9) spray head solenoid indicator lights that operate in conjunction with solenoid switches in the mechanical console. Each of the nine (9) spray head/boom sections must be programmable in 1-inch increments from 0 to 99 feet.

During normal operation the computer will display the following:

Actual and simulated test speed of vehicle.

Total area sprayed in acres.

Total chemical dispensed by each injection pump.

Primary and alternate application rates for each chemical injection pump in ounces per acre.

Total volume of carrier and chemical dispensed.

Width of individual spray head/boom sections.

Distance traveled in feet/miles.

Automatically scan information available on LCD screen.

The computer will display the following fault diagnostic information:

Malfunctioning chemical pump.

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Chemical pumps shutdown.
Chemical pumps operating to slow or too fast.
Low voltage.

Mechanical Control Console:

Shall be a Norstar RS6000 or approved equal with switches for dual spray head tilt and fold, beacon light, water pump on/off, nine (9) spray width solenoid switches, six (6) chemical tank level indicators and six (6) chemical tank agitators. The agitator control switches must have high/low speed. All switches will be labeled for function and action and include indicator lights. Tape type labels will not be acceptable.

Chemical Injection:

Will be achieved with computer controlled, DC powered, peristaltic pumps no exception. The pump drive motors and controllers will be protected with rugged weather tight enclosures.

Chemical Injection:

The pumps will inject chemicals directly into the carrier (water) at the inlet of the water pump. The required pumps are Mid-Tech Legacy Model MT 500 or approved equal with a range of 0-350 ounces per minute. A 3-way ball valve will be installed in each chemical pump pressure line to direct flow to the injection point or calibration port. Each pump will include one each 3/16, 1/4, 3/8 and 1/2 inch color coded hoses.

Plumbing:

All hose and fittings will be rated to exceed by 50 percent any maximum operating pressures possible in their respective systems. Any hoses installed in locations where chaffing or other damage might occur shall have protective coverings. All hose and fittings will be adequately supported throughout the system.

Weed Sprayer Flow Sensing and Metering:

Shall be achieved with a 1-in., straight through, electronic flow meter.

Anti-Icing Spray System:

Shall include all components necessary to apply common liquid anti-icing chemicals on the roadway at ___ gallons per lane mile with the carrier traveling at 30 MPH. The system must be plumbed in a manner that totally isolates the chemical injection pumping system, solenoid-regulator assembly, boom less spray head and handgun from anti-icing chemicals. The water tank will require jet agitation (by-pass). Flow sensing and metering shall be achieved with a ___-in., straight-through, flow meter and Auto-Range valve. The Auto-Range valve must control by-pass and product flows simultaneously (no exception). The adjustable height (24-in.) anti-icing distributor bar shall be installed at the rear of chassis with the components necessary for application on the lane directly behind the carrier. The bar shall be a 2-in. diameter by 7-ft long, 304 stainless steel tube with eight nozzles mounted on 11-in. centers maximum (no exception). The nozzles must be full-range variable orifice types, with low-pressure shutoff. The nozzles must be constructed with corrosion resistant materials that include a Delrin body and cap, stainless steel spring and Buna O-ring. In addition the bar shall include 1 1/4-in. clean out plugs and fittings to accept nozzle manifolds for additional lane coverage. The bar assembly will have a 12-volt, quick acting (25 RPM 0.6 second fully open to close) glass filled polypropylene valve with a polished stainless steel trunnion-style ball.

The valve shall have a minimum pressure rating of 150 PSI and a flow rate of 100 GPM with a maximum 5 PSI pressure drop. The inlet/outlet valve ports will be 50 series flange fittings. The valve will be mounted on the distributor bar for easy access. All necessary disconnects will be included.

Eye Wash:

Shall be a self-contained, with 16-gallon capacity. The eye wash unit and installation shall be in accordance with American National standards Institute (ANSI) Z358.1-10981 Section

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Field Maintenance & Calibration Kit:

Shall include one (1) set chemical pump tubes per pump, one (1) pt. tube lube, nozzle pressure test kit, assorted hose clamps, two (2) solenoid valve repair kits, calibration container, water tank bag filter, sprayer pump filter screens, miscellaneous gaskets and electrical fuses, four (4) nylon spray head nozzle elbows and a clear vinyl calibration hose. All items will be contained in a heavy-duty, corrosive resistant plastic toolbox.

Plumbing:

All hose and fittings will be rated to exceed by 50 percent any maximum operating pressures possible in their respective systems. Any hoses installed in locations where chaffing or other damage might occur must have protective coverings. All hose and fittings will be adequately supported throughout the system.

Flatbed:

Will be a custom low mount design 192in. long by 96-in. wide. The bed height will be 8-in. maximum above the top of truck frame rails. The bed deck will be ½-in. diamond plate steel. The outside bed rail to be 1-in. by 3-in. tubular steel. Cross members under the deck shall be 3-in. x 1.41-in. channel with the web installed vertically. The cross members will be spaced to provide the support necessary for bed mounted components. The bed shall have a main sprayer pump well in front of the rear wheels and three chemical tank wells behind the rear wheels. The wells will be a minimum of 20-in. deep (top to bottom) by 20-in. wide (inside to outside).

A 78-in. wide full height cab shield will be installed at the front of the bed. The cab shield will have a 1 ½-in. minimum, square steel-tubing frame.

1½-in. by 9F gauge expanded metal window will extend from the top of the cab shield to approximately 12-in. below the bottom of the rear window. A ladder shall be installed (Mounting location shall be determined by ordering agency) the flatbed must include DOT approved LED lighting system with stop, turn and taillights.

Flatbed finish:

Sandblast and finished with black powder coating.

Slow Moving Placard:

With a distinctive design identifying the spray truck, as a "Slow Moving Vehicle" shall be mounted in a bracket that allows the placard to be reversed when operating vehicle at normal highway speed.

Spill Kit:

Shall be a Norstar Model NSC-92000 or approved equal which includes a 20 gallon DOT approved salvage drum, six (6) 3-in. by 4-ft. multi-purpose absorbent socks, twenty (20) general purpose absorbent pads, one (1) pair of safety goggles, one (1) pair of nitrile gloves, one (1) Tyvek suit, one (1) medium half face respirator with chemical and dust cartridges, two (2) 30 gallon. 4 mil disposal bags.

Warning Lights:

Shall be LED 16 modular roof width pedestal mounted on top of cab shield with on/off switch in mechanical control console. Code 3 model 21tR4713red-blue amber. Or approved equal. Rear of flatbed shall have two LED strobe lights. One red and one blue and a directional arrow stick Code 3 PSE Arrow Stick. Or approved equal. (Mounting location shall be determined by ordering agency).

Supplemental Terms and Conditions

(Miscellaneous Equipment)

[Rev. 4/01]

Intent of Specifications:

The specifications are intended to describe equipment for use by the ordering agency, which will operate efficiently and safely. The design specifications incorporated herein are intended to describe such unit, and to set forth minimal

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performance parameters required by the State of New Mexico. 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. 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 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.

When additional equipment (components) are required to complete a bid package which is not normally supplied by the bidder, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the bidder.

Inspection of Work:

Representatives of the State Purchasing Division or the ordering agencies 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 the State and/or ordering agency.

Late Delivery:

It is expressly understood and agreed that, as a result of the public interest, and because of the monetary losses which may be sustained by the State, as a result of failure to deliver the equipment described in the contract on time, that time is of the essence in the performance of this contract. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated.

The following delivery terms and conditions apply to Miscellaneous Equipment described in specifications.

Above noted equipment shall be delivered within 90 days working days of bidder's receipt of order. 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 \$10.00 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, pains, and care.

At the option of the State Purchasing Director, the user agency may invoke the Default Provisions of this contract contained in the General Conditions and Instructions to Bidders in addition to any liquidated damages as outlined above.

Motor Vehicle Regulations:

Unit(s) ordered shall be furnished with all equipment necessary to comply with all applicable rules and regulations of the New Mexico Department of Motor Vehicles and shall be in compliance with Safety Standards required by the Federal Motor Vehicle Safety Standards established by the National Traffic Safety Administration, and the Safety Standards required by OSHA and applicable ANSI standards and reference to the operation of such vehicles within the State of New Mexico.

Certificates, Manuals, and Warranties:

When units are delivered, the bidder shall deliver to the ordering agency (if applicable):

- a) Documents of Title,
- b) Certificates of Origin,

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- 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 one (1) year, or as may otherwise be required under this specification. 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.

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.

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 a new design, the manufacturer shall warrant that it will retrofit at no cost to the ordering agency, 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.

Servicing:

Units ordered under this contract shall be completely serviced and ready for operation upon delivery.

Warranty Repairs:

While units provided hereunder are under warranty, all repairs shall be completed within five (5) working days after receipt of units. 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 bidder shall provide a like unit until repairs are completed. All repairs shall be performed at the bidder'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 bidder will be responsible for providing a minimum of four (4) hours of service and operator training or as may otherwise be required under this specification. Training session format(s), length(s), and location(s) will be mutually agreed to between the seller and purchaser.

Responsibility of Bidders:

It shall be the responsibility of the bidder to secure written quotations on price and delivery from manufacturers meeting the general specifications set forth herein. Only those manufacturers, who can meet delivery dates, such as to permit delivery of completely assembled unit to the ordering agency by specified delivery date, shall be considered by the bidder. The bidder may be required to provide the State with field test results and surveys, which will show conclusively:

- a) Maintenance and reliability experience of units in service for at least one (1) year.

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b) Other data on actual performance of equipment, which in the opinion of the bidder will assist the State in selecting the most effective cost efficient unit offered by the bidder.

Payment or Acceptance Not Conclusive:

No payment made under this contract shall be conclusive evidence of the performance of the contract, 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 bidder from corrections of the defects. The final acceptance shall not be binding upon the ordering agency or the State, nor conclusive, should it subsequently develop the bidder had furnished inferior items or had departed from the specifications and/or the terms of the contract. 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 bidder.

Order of Preference:

In the event of conflict between the General Conditions and Instructions to Bidders and the Supplemental Terms and Conditions, the Supplemental Terms and Conditions shall prevail.

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.

Method of Award:

To the lowest responsible bidder meeting or exceeding specifications, terms and conditions.

Options:

All ordered options shall be installed. The ordering of options only is strictly prohibited!

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
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001	1	Ea.	Chassis Mounted Weed and Ice Sprayer.	Base Price \$97,861.00
				Make Offered Norstar
				Model NSC-RS6-4-1235

Options

ADD/DEDUCT

A)		Additional Technical Manual	ADD	\$52.00
B)		Additional Parts Book	ADD	\$58.00
C)		Eight Spray Head Nozzle Set: Shall be brass solid stream type, capable of covering the area between 28-foot (number 7-section) and 40-foot approximately.	ADD	\$308.00
D)		Spray Bar: Shall be an 8-ft. by 1/2-in. brass tube with four (4) each brass ball valves, check valves, and nozzles mounted behind the rear wheels. Each nozzle will produce a 2 1/4-ft. spray width for a total of 9-ft.	ADD	\$815.00
E)		Hand Wash Tank: Shall be 12-gallon polyethylene tank, mounted on deck in a convenient location with an on/off valve installed under the bed.	ADD	\$630.00
F)		9 ball valves in lieu of solenoids for spray heads	(DEDUCT)	\$810.00
G)		Work Lights: Shall be installed at the front and rear of flatbed in a location to be determined by user agency.	ADD	\$664.00
H)		2,000 gallon unit complete	ADD	\$3,665.00
I)		500 gallon unit for 1 ton truck	Deduct	\$52,833.00
J)		300 gallon unit	Deduct	\$53,946.00

Additional Options:

Anti-ice three lane slip in skids (Hydraulic or gas powered)

2000 Gallon anti-ice slip	\$34,225.00
1000 Gallon anti-ice slip	\$28,444.00
500 Gallon anti-ice slip	\$26,058.00

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Anti-ice single lane slip in skids (gas powered)

500 Gallon anti-ice slip in skid	\$27,257.00
300 Gallon anti-ice slip in skid	\$25,959.00
225 Gallon anti-ice slip in skid	\$22,999.00

Herbicide/Anti-ice slip in skids (hydraulic or gas powered)

2000 gallon combo slip in skid	\$57,095.00
1000 gallon combo slip in skid	\$45,679.00
500 gallon combo slip in skid	\$43,926.00
300 gallon combo slip in skid	\$43,055.00