



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
(AB) MCT Industries, Inc.
7451 Pan American Freeway NE
Albuquerque, NM 87109

Telephone: (505) 345-8651

Price Agreement Number: 50-805-15-12780

Price Agreement Amendment No.: Three

Term: April 17, 2015 – April 16, 2019

Ship To:
New Mexico Department of Transportation
(Various Locations)

Procurement Specialist: Travis Dutton-Leyda

Telephone No.: (505) 827-0477

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

Invoice:
New Mexico Department of Transportation
(Various Locations)

For questions regarding this Price Agreement please contact:
India Garcia (505) 827-5183

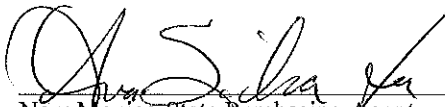
Title: Trailer, End Dump

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 April 17, 2018 to April 16, 2019 at the same price, terms and conditions except for (AA) Bruckner Truck Sales, Inc. has declined to extend.

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: April 16, 2018

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





State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

2 Awarded Vendor:
(AA) 0000054961; Bruckner Truck Sales, Inc.
(AB) 0000046837; MCT Industries Inc.

Price Agreement Number: 50-805-15-12780

Price Agreement Amendment No.: Two

Term: April 17, 2015 - April 16, 2018

Procurement Specialist: Travis Dutton-Leyda

Telephone No.: 505-827-0477

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

Ship To:
New Mexico Department of Transportation
Various Locations
Invoice:
Same as "Ship To" address
For questions regarding this Price Agreement please contact:
India Garcia 505-827-5183

Title: **Trailer, End Dump**

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 April 17, 2017 to April 16, 2018 at the same price, terms and conditions.

Also, increase items 001, 004, 007, 009, 010, 014 & 017 for vendor AA to:

001	1	Ea.	Trailer End Dump.	(AA) \$50,250.00
004	1	Ea.	C) 11R024.5 Tires and Rims	(AA) \$372.00
007	1	Ea.	F) Forty foot length	(AA) \$3,792.00
009	1	Ea.	H) L.E.D. Strobe light at rear of trailer	(AA) \$229.00
010	1	Ea.	I) Tri-Axles	(AA) \$6,665.00
014	1	Ea.	M) Additional Tire and Rim	(AA) \$765.00
017	1	Ea.	P) Air Ride Suspension	(AA) \$1,683.00

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: 5.8.17



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
2 Vendors – See Page 6

Price Agreement Number: 50-805-15-12780

Price Agreement Amendment No.: A001

Term: April 17, 2015 - April 16, 2017

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:
James Ortega 505-827-5135

Title: **Trailer, End Dump**

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 April 17, 2016 to April 16, 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: 4.14.16



State of New Mexico
General Services Department

Price Agreement

Awarded Vendor
2 Vendors – See Page 6

Price Agreement Number: 50-805-15-12780

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Travis Dutton

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: **Trailer, End Dump**

Term: **April 17, 2015 thru April 16, 2016**

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: 4/15/15

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Purchasing Division
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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.insurenewmexico.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 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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Purchasing Division
Price Agreement #: 50-805-15-12780

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Awarded Vendors:

(AA)

0000054961

Bruckner Truck Sales, Inc.

PO Box 31958

Amarillo, TX, 79120

esmith@brucknertruck.com

505-843-7703

(AB)

0000046837

MCT Industries Inc.

7451 Pan American Freeway NE

Albuquerque, NM, 87109

rarchuleta@mct-ind.com

505-3458651

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General Services Department
Purchasing Division
Price Agreement #: 50-805-15-12780

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Establish a Price Agreement for the New Mexico Department of Transportation for trailer, end dump, new current production model.

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 (4) 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.

Method of award:

To the lowest responsible bidder meeting or exceeding specifications, terms and conditions. The state reserves the right to award to multiple vendors per item, which ever, in his/her judgment, best serves the interest of the state of New Mexico.

Escalation clause:

In the event of a product cost increase and 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.

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.

Scope:

This specification describes a minimum twenty (20) cubic yards capacity, two (2) axle, end dump trailer. Shall be a current, standard production model and have been in production for a minimum of two (2) years.

Length:

Thirty (30) feet

Capacity:

Minimum Twenty (20) cubic yards capacity.

Frame Construction:

"Full-Frame" Type constructed of fabricated Steel I-Beam.

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Body Length:
Thirty (30) feet.

Body Width:
One Hundred Two (102) inches

Tub Construction:
Elliptical Style Tub of Quarter (1/4) inch thick AR450 Steel (Or Approved Equivalent)

Nose / Tailgate Construction:
Three Sixteenths (3/16) inch thick AR450 Steel (Or Approved Equivalent)

Top Rails:
Three and One Half (3 ½) inch by Five and One Half (5 ½) inch by One Quarter (1/4) inch High Strength Steel, Roll Formed (Or Approved Equivalent)

Longitudinal:
Six (6) inch by Eight (8) inch by One Quarter (1/4) inch High Strength Steel (Or Approved Equivalent)

Body Braces:
One Quarter (1/4) inch Steel Internally Stiffened

Draft Arms:
Five (5) inch by Three (3) inch by One Quarter (1/4) inch Tubular Steel

Hoist Cylinder:
Eight (8) inch diameter cylinder Trunion Mount

Tailgate:
Air Operated Hi Lift with Eighty Seven (87) inches of clearance, Over-The-Center Locks and Integrated Mud Flaps Controls inside of Cab (Or Approved Equivalent)

Tarping system:
Electric dual arm systems with tarp mesh type. Tarp controls installed at drivers side of trailer.

King Pin:
Two (2) inch Replaceable Type

Landing gear:
Manufacture standard Two (2) speed crank type.

Ladders:
Front and Rear with Non-Skid Rungs

Axles:
Two (2) axles. Each axle having a minimum of twenty five thousand (25,000) pounds capacity. Oil lubricated hubs with "Stemco" clear caps or approved equal.

Drums/hubs:
Outboard mounted brake drums and hub piloted cast steel hubs.

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Suspension:

"Hutch" (H-900) Fifty Thousand (50,000) lbs. single point suspension (Or Approved Equivalent)

Brakes:

Anti-lock braking system (ABS) on at least one (1) axle. Sixteen and one half inch x seven (7) inch full air, s cam type air brakes on all axles, equipped with non asbestos shoes. Quick change design or prior approved equal that allows removal of drum without removing axle hub assembly. All axles to be equipped with emergency/parking spring brakes. Brake chambers mounted on top of axles. Air reservoirs with easy access 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.

Tires:

11Rx22.5 16 ply radials.

Wheels:

8.25x22.5 ten (10) hole steel disc wheels "hub-piloted" type. Spare wheel and tire included.

Hubometer:

Manufactures standard hub meter.

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.

Fenders:

Manufacturer's standard steel fenders front/rear.

Mud Flaps:

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

Paint:

Remove all dust and slag, prime and paint at factory with two (2) coats of highway orange.

Conspicuity Tape:

Install conspicuity tape to DOT specifications

Identification Tag:

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

License Bracket/Registration Holder:

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

SUPPLEMENTAL TERMS AND CONDITIONS (Miscellaneous Equipment):

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 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.

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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 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,
- c) Warranty and Guarantee Certificates,
- d) Certifications specified in the contract,
- e) Manuals specified in the contract.

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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:

Unit(s) 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 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 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(s) 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.
- 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

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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.

Options:

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

Bid price per unit and options:

Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	1	Ea.	Trailer End Dump. (AA) Make: Ox Trailer; Model: Trail Ox Full Frame U Elliptical; (AB) Rock Master	(AA) \$49,265.00 (AB) \$44,600.00
002	1	Ea.	A) Additional technical manual	(AA) \$45.00
004	1	Ea.	C) 11R024.5 Tires and Rims	(AA) \$365.00 (AB) \$100.00
005	1	Ea.	D) 12R-22.5 Tires and Rim	(AB) \$950.00
006	1	Ea.	E) Manual tarp system	(AB) \$100.00
007	1	Ea.	F) Forty foot length	(AA) \$3,718.00
008	1	Ea.	G) Twenty Two foot length (AA) Deduct \$1,785	(AA) \$1,785.00
009	1	Ea.	H) L.E.D. Strobe light at rear of trailer	(AA) \$225.00 (AB) \$250.00
010	1	Ea.	I) Tri-Axles	(AA) \$6,535.00 (AB) \$6,500.00
011	1	Ea.	J) Scale Systems	(AB) \$4,000.00
012	1	Ea.	K) Tire Inflation System	(AB) \$2,200.00
013	1	Ea.	L) In-Cab Slope-Detector/Lift Lock-Out ("Pull Tarp IV" or Equal)	(AB) \$3,600.00
014	1	Ea.	M) Additional Tire and Rim	(AA) \$750.00 (AB) \$600.00

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
015	1	Ea.	N) Quarter Frame (AA) Deduct \$400 (only available up to 32ft)	(AA) \$400.00 (AB) \$100.00
016	1	Ea.	O) Frame-Less (AA) Deduct \$900 (only available up to 32ft)	(AA) \$900.00
017	1	Ea.	P) Air Ride Suspension (AA) Tandem Only	(AA) \$1,650.00
019	1	Ea.	R) Vertical Wall Standard Tub with Standard Tailgate (AA) Deduct \$1,335 (Based on 30ft length)	(AA) \$1,335.00 (AB) \$4,500.00