



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

**Awarded Vendor**  
**0000102501**  
**Titan Machinery**  
**6613 Edith Blvd NE**  
**Albuquerque, NM 87113**  
  
**Telephone No : 505-342-2566**

Price Agreement Number: **60-805-15-13608**

Price Agreement Amendment No.: **Three**

Term: **December 11, 2015 – December 10, 2019**

Ship To:  
New Mexico Department of Transportation  
Agency Will Pick Up

Procurement Specialist: **Raelynn Lujan** *RL*

Telephone No.: **(505) 827-0484**

Invoice:  
New Mexico Department of Transportation  
1120 Cerrillos Road  
Santa Fe, NM 87504

Email: **raelynn.lujan@state.nm.us**

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

Title: **Roller, Steel Wheel, 4-6 Ton and Trailer**

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 December 11, 2018 to December 10, 2019 at the same price, terms and conditions.

The following cost increases are effective immediately:  
**(AB) Titan Machinery (Item 001):**  
**Current Price increased from \$53,523.44 to \$54,593.91**  
**Option F:**  
**Current Price increased from \$5,948.25 to \$6,067.22**  
**Option G:**  
**Current Price increased from \$66,724.00 to \$68,058.48**

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: **11/1/2018**

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

*nm RL*



**State of New Mexico  
General Services Department  
Purchasing Division**

**Price Agreement Amendment**

**Awarded Vendor:**  
0000102501  
Titan Machinery  
6613 Edith Blvd NE  
Albuquerque, NM 87113  
  
Telephone No.: 505-342-2566

Price Agreement Number: 60-805-15-13608

Price Agreement Amendment No.: Two

Term: December 11, 2015-December 10, 2018

**Ship To:**  
New Mexico Department of Transportation  
Agency Will Pick Up

Procurement Specialist: Eric Sanchez

Telephone No.: (505) 827-0554

**Invoice:**  
New Mexico Department of Transportation  
1120 Cerrillos Road  
Santa Fe, NM 87504

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

**Title: Roller, Steel Wheel, 4-6 Ton and Trailer**

**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 December 11, 2017 to December 10, 2018 at the same terms and conditions.**

**See attached sheet for price escalations.**

**The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.**

**Accepted for the State of New Mexico**

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

Date: 12/10/17

## Price escalations for amendment number Two on price agreement 60-805-15-13608

### Vendor (AB) Titan Machinery:

Change base price to \$53,523.44

#### Options:

E) Increase deduct to \$6,083.18

F) Increase to \$5,948.25

G) Increase to \$66,724.00 Model has changed from a DV207 to a DV209



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment


Awarded Vendor:  
0000102501  
Titan Machinery  
6613 Edith Blvd NE  
Albuquerque, NM 87113  
Telephone No.: 505-342-2566

Price Agreement Number: 60-805-15-13608

Price Agreement Amendment No.: One

Term: December 11, 2015-December 10, 2017

Ship To:  
New Mexico Department of Transportation  
Agency Will Pick Up

Procurement Specialist: Eric Sanchez 

Telephone No.: (505) 827-0554

Invoice:  
New Mexico Department of Transportation  
1120 Cerrillos Road  
Santa Fe, NM 87504

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

Title: **Roller, Steel Wheel, 4-6 Ton and Trailer**

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 December 11, 2016 to December 10, 2017 at the same terms and conditions.

See attached sheet for price escalations.

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

Accepted for the State of New Mexico

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

Date: 12/15/16

## Price escalations for amendment number one on price agreement 60-805-15-13608

### Vendor (AB) Titan Machinery:

Change base price to \$51,964.50

Options:

E) Increase deduct to \$5,906.00

F) Increase to \$5,775.00

G) Increase to \$43,318.00

H) Increase to \$1,208.00

I) Increase to \$1,523.00



# State of New Mexico General Services Department

## Price Agreement

**Awarded Vendor:**

**3 Vendors**

**Telephone No.:**

Price Agreement Number: 60-805-15-13608


Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

**Ship To:**

**New Mexico Department of Transportation  
Agency Will Pick Up**

Procurement Specialist: Eric Sanchez 

Telephone No.: 505-827-0554

**Invoice:**

**New Mexico Department of Transportation  
1120 Cerrillos Road  
Santa Fe, NM 87504**


**For questions regarding this contract please contact:  
Angela Martinez 505-827-5127**

**Title: Roller, Steel Wheel, 4-6 Ton and Trailer**

**Term: December 11, 2015-December 10, 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: 12/7/15

State of New Mexico  
General Services Department  
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 13-1-99 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. 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. 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 proposal 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. 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://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!*

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**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/GuidesProcedures.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**

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

### **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.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-805-15-13608

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**Awarded Vendors:**

(AA) 0000048609  
Golden Equipment Co.  
721 Candelaria Road NE  
Albuquerque, NM 87107  
505-345-7811

(AB) 0000102501  
Titan Machinery  
6613 Edith Blvd NE  
Albuquerque, NM 87113  
505-342-2566

(AC) 0000045306  
Wagner Equipment Co.  
4000 Osuna  
Albuquerque, NM 87114  
505-345-8411

**SUPPLEMENTAL TERMS AND CONDITIONS**  
**(Highway Heavy Equipment and/or Off-Road Equipment)**  
Rev. 9/06]

**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.

**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 the **Highway Heavy Equipment and/or Off-Road 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 **\$50.00** 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 penalties 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 unit(s) 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.

**GUARANTEES AND WARRANTIES:** Unit(s) furnished hereunder shall be fully warranted (bumper to bumper) on parts and labor for a minimum of two (2) years. All power train components shall be fully warranted for five (5) years or 7,500 hours. In the event that a factory standard warranty exceeds our stipulated warranty, the factory standard warranty shall prevail.

No deductible shall apply during the first two (2) years of coverage. There after, during the remaining warranty period, a maximum deductible of \$100 per occurrence shall apply.

Power train components to be covered through the extended coverage are:

**Engine:** The engine, including ... Rocker Arm Cover and Gasket, Cylinder Head and Gasket, Oil Pan and Gasket, Injection Pump and Gasket, Fuel Injectors, Water Pump and Gasket, Engine Block, Ring Gear and Flywheel, Timing Gear and Flywheel, Timing Gear Cover, Front and Rear Engine Seals, Turbocharger and Gaskets, Flywheel Housing and Gasket, and all parts fully enclosed within the above components. Electronic Control Unit (ECU) and all Related Electronic Components, (To include diagnostic trouble shooting /tear down charges) Wiring Harnesses, Manifold/Gaskets, Front Damper, Oil Coolers, Intercoolers, After Coolers, and Engine Thermostats.

**Transmissions and Torque Converters:** Electronic and/or Hydraulic Controls and/or Valves, Clutch Housing (except Dry Clutch Disc). Torque Converter, Reverser with Control Valve, Splitter Drive, Transfer Drive, Drive Shaft with Universal Joints. Hydrostatic Transmission, Pump and/or Motor Assemblies (including Control Valve, Hoses, and Lines). Electronic Control Module (ECM) and all Related Electronic Components, Wiring Harnesses. Propel Motor, Pump Brakes and their Control Valves. Swing Motor and Brake, Internal Parking Brake, Swing Gearbox and Bearings, Rotary Manifold, Control Valves for propel and swing functions only (not dig functions).

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**Front and Rear Differentials/Axles:** Axle(s) and Differential(s), Final Drive and Axles, Wet Steering Brakes, Wet Brakes and Wet Disc Parking Brakes. Mechanical Front Wheel Drive: Differential/Axle Assembly with its Drive Shaft with Universal Joint and Control. Hydraulic Front Wheel Drive: Axle and Wheel Drive Assembly (including the Drive Pump and Motor, Electronic Control, and Solenoid Control Valve and Divider Valve). Front Wheel Drive Sensors (not Wire Harnesses). Park Brake Pinion Shaft and Bearing Quill and Bearing, on Motor Graders only!

It is understood that unit(s) offered in response to this request forbids will be of new design. In the event that unforeseen operational problems occur because of new design, the manufacturer shall warrant that it will retrofit at no cost to 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 unit(s) provided hereunder are under warranty (bumper to bumper and extended), 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 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 manufacturer's 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:

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

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.

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**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.

**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!

## **Roller, Steel Wheel New Current Production Model**

The following applies to all items described in this specification:

### **Term:**

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period (s) of three (3) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico state purchasing director at the same price, terms and conditions. This 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.

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

Successful bidder shall provide a complete additional set of replacement filters for air induction, engine oil, fuel, coolant and hydraulic system at time of delivery for each unit. Provide one (1) laminated filter replacement list and one (1) fluid/oil specification chart.

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.

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

Fuel tank and all reservoirs shall be filled to full capacity.



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

Deliver FOB to dealer's place of business within 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.

**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.

\*\*\*\*\* WARRANTIES \*\*\*\*\*

Minimum warranty of twenty-four (24) months (bumper to bumper) is required on all parts, components and labor. Additional warranty, repair and other requirements are on the attached Supplemental Terms and Conditions (Highway Heavy and/or Off Road Equipment). Warranty shall apply from the date equipment is accepted and approved by the user agency to meet all specifications as set forth. The bidder assumes responsibility for effecting repair and/or replacement of all items under warranty.

**Scope:**

This specification describes a self-propelled, steel wheel, double drum roller with vibratory system and trailer.

**Item: 1**

**Engine:**

Tier IV, In-line, four (4) cylinder diesel, minimum of forty (40) SAE net engine horsepower at rated rpm. Spin on oil filter(s). Two-stage, dry-type air cleaner with inner safety element and air restriction indicator. Fuel filter and fuel/water separator. Engine side panels or tilting hood (lockable).

**Exhaust:**

Horizontal exhaust and muffler system.

**Cooling:**

Liquid cooled. Maximum cooling available. Long-life or extended life coolant. Anti-freeze protection to minus forty (40°) degrees Fahrenheit. Locking lid or cap.

**Drive:**

Fully hydrostatic drive. Hydraulic oil cooler or prior approved equal.

**Steering:**

Hydraulic power. Steering knob.

**Fuel Tank:**

Maximum fuel capacity available for full-day fuel operation. Locking lid or cap.

**Operating Weight:**

Eight thousand (8,000) pounds.

**Brakes:**

Dynamic through hydrostatic drive service brakes. Spring applied hydraulically released on each drum drive.

**Drum:**

Manufactures standard width tapered drum or prior approved design and oscillating assembly. Dual vibration, auto vibration stop in neutral or prior approved equal. Liquid ballast capability.

**Scrapers:**

Manufactures standard spring-loaded, adjustable, scrapers to allow scraping in either direction. Two (2) on each drum.

**Coco Mats:**

Spring-loaded, adjustable, full width, bolt-on coco mat on each drum.

**Water Tank and Spray System:**

Large water capacity. Pressurized water spray system to both drums with corrosion proof pump, piping, hoses, nozzles, drains and 2- stage water filtration. Water flows only when compactor is moving or prior approved equal.

**Electrical:**

Twelve (12) volt starting and charging system with thirty five (35) AMP alternator. Nine hundred (900) CCA heavy-duty, maintenance free battery with lockable lid or cover. Master disconnect switch and electric fuse protection or prior approved equal.

**Operators Station:**

Lateral moving suspension seat, arm rests with safety belt. Dual drive levers or prior approved. Hand throttle and forward reverse lever and emergency stop button.

**Indicator Lights:**

Battery, Engine oil pressure, Intake preheater, Engine temperature, Parking brake, Vibration on/off and sprinkler system on/off. Shall have horn, hour meter, and anti-vandalism protection.

**ROPS:**

OSHA approved ROPS. Weather canopy

**Road Lights:**

Two (2) front and two (2) rear work lights. LED type turn signals/flashers.

**Paint:**

Prime and paint at factory with highway orange.

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**Tie Downs:**

Four (4) designated tie down points.

\*\*\*\*\* SAFETY \*\*\*\*\*

**Slow Moving Vehicle Emblem:**

Slow moving vehicle (SMV) emblem or sign.

**Fire Extinguisher:**

Ten (10) pound "ABC" fire extinguisher mounted on a heavy-duty metal bracket. User to determine location of mounting.

**Backup Alarm:**

Manufactures backup alarm.

**LED Light Bar:**

"Federal Signal" (high-Lighter LED) amber front red rear, mini led light bar or approved equal mounted on top of rops/canopy.

**Grab Handles/Steps:**

Manufacturer's standard grab handles and non-skid steps.

**Bid as Options:**

|    |   |             |
|----|---|-------------|
| A) | Additional technical manual                 | Add         |
|    |   | AA)\$540.00 |
|    |   | AB)\$150.00 |
|    |   | AC)\$800.00 |
| B) | Additional parts book                       | Add         |
|    |   | AA)\$94.00  |
|    |   | AB)\$100.00 |
|    |   | AC)\$75.00  |
| C) | Additional parts book (CD rom if available) | Add         |
|    |   | AA) N/A     |
|    |   | AB) N/A     |
|    |   | AC)\$50.00  |

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|-----|--|--------|---|
| D)  | Additional technical manual (CD rom if available)                      | Add    | AA) N/A<br>AB) N/A<br>AC) N/A                     |
| E)  | Roller 5,000 pound operating weight.                                   | Deduct | AA)\$54,739.00<br>AB)\$5,625.00<br>AC)\$16,900.00 |
| F)  | Roller 10,000 pound operating weight.                                  | Add    | AA) N/A<br>AB)\$5,500.00<br>AC) N/A               |
| G)  | Roller 12,000 pound operating weight.                                  | Add    | AA)\$0.00<br>AB)\$34,900.00<br>AC) N/A            |
| H)  | Gauge package, engine oil pressure, coolant temperature and voltmeter. | Add    | AA)\$1,635.00<br>AB)\$1,150.00<br>AC)\$0.00       |
| (I) | Remote hydraulic test ports  | Add    | AA) N/A<br>AB)\$1,450.00<br>AC) N/A               |
| (J) | High frequency drum vibration  | Add    | AA)\$7,767.00<br>AB)\$00.00 STD.<br>AC) N/A       |

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.....End of Options.....

**Roller:**

Make offered.....

- AA) Volvo
- AB) Case
- AC) Caterpillar

Model offered.....

- AA) DD70
- AB) DV36
- AC) CB-34B

Price.....

- AA)\$97,706.00
- AB)\$49,490.00
- AC)\$58,853.00

**Item: 2**

**Trailer for Roller.**

16 foot tilting platform plus 4 foot stationary deck overall length shall be 25 foot 7 inches. Seven (7) Way RV type connector. LED type lights. Overall width 102 inches. Deck width 82 inches. Decking 2 inch nominal oak. Rubber belting on deck. Carrying capacity 14,000 lbs. Hitch shall be adjustable pintle eye. Axles 7,000 lb. capacity. Brakes shall be electric. Tires 215/75r17.5 (H). Wheels 6.0x17.5, 8 hole. Spare tire/rim. Spare tire mount on curb side. 12,000 drop leg jack. Lights LED. Tie downs shall be D-rings 4 per side. Safety rail. Tool box shall be lockable and weather proof.

Trailer make offered.....

- AB) Interstate
- AC) Towmaster

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Trailer model offered.....

AB)14TST  
AC)T-14 DT

Price.....

AB)\$13,247.00  
AC)\$13,511.00

\*\*\*2 Items Total\*\*\*