



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
(AB) 0000045857
Clark Truck Equipment Co.
501 Industrial Ave. NE
Albuquerque, NM 87107

Telephone No : (505) 880-8222

Price Agreement Number: 60-805-15-13894

Price Agreement Amendment No.: Three

Term: February 8, 2016 – February 7, 2020

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Raelynn Lujan *RL*

Telephone No.: (505) 827-0484

Invoice:
New Mexico Department of Transportation
Various Locations

Email: raelynn.lujan@state.nm.us

For questions regarding this Price Agreement please contact:
India Garcia (505) 690-7383

Title: Articulating Telescopic Aerial Device

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

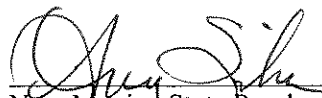
In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from February 8, 2019 to February 7, 2020 at the same terms and conditions.

The following cost increases are effective immediately:

Please see attached.

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: 1/30/2019

nm

Price Agreement Number: 80-805-15-13894Price Agreement Amendment No.: ThreeTerm: February 8, 2016 – February 7, 2020

(AB) Clark Truck Equipment Co., Inc.	Current Price	Percent of Increase	Increase Amount	New Price
Base Price	\$53,014.77	2%	\$1,060.30	\$54,075.07
Option A	\$1,630.13	2%	\$32.60	\$1,662.73
Option B	\$207.00	2%	\$4.14	\$211.14
Option C	\$403.65	2%	\$8.07	\$411.72
Option D	\$4,398.75	2%	\$87.98	\$4,486.73
Option E	\$155.25	2%	\$3.11	\$158.36
Option F	\$129.38	2%	\$2.59	\$131.97
Option H	\$103.50	2%	\$2.07	\$105.57



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
(AB) 0000045857
Clark Truck Equipment Co.
501 Industrial Ave. NE
Albuquerque, NM 87107

Telephone No. 505-880-8222

Price Agreement Number: 60-805-15-13894AB

Price Agreement Amendment No.: Two

Term: February 8, 2016 – February 7, 2019

Ship To:
New Mexico Department of Transportation
Various Location

Invoice:
New Mexico Department of Transportation
Various Location

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

Procurement Specialist: Yuliasuti Wulandari

Telephone No.: (505) 827-0485

Title: Articulating Telescopic Aerial Device

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 February 8, 2018 to February 7, 2019 at the same price, terms and conditions.

This amendment is issued also to reflect the following price escalation effective February 7, 2018.

(AB) Clark Truck Equipment Co.	Current Price	New Price
Base Price	\$51,222.00	\$53,014.77
Option A	\$1,575.00	\$1,630.13
Option B	\$200.00	\$207.00
Option C	\$390.00	\$403.65
Option D	\$4,250.00	\$4,398.75
Option E	\$150.00	\$155.25
Option F	\$125.00	\$129.38
Option H	\$100.00	\$103.50

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: 1/22/18

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



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
(AB) 000045857
Clark Truck Equipment Co.
501 Industrial Ave. NE
Albuquerque, NM 87107

Telephone No. 505-880-8222

Price Agreement Number: 60-805-15-13894AB

Price Agreement Amendment No.: One

Term: February 8, 2016 - February 7, 2018

Ship To:
New Mexico Department of Transportation
Various Location

Procurement Specialist: Travis Dutton

Telephone No.: 505-827-0477

TDL

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

Invoice:
New Mexico Department of Transportation
Various Location

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

Title: **Articulating Telescopic Aerial Device**

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 February 8, 2017 to February 7, 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

Ana Silva Jr
New Mexico State Purchasing Agent

Date: 2.6.17



State of New Mexico General Services Department

Price Agreement

Awarded Vendors:
2 Vendors – See Page 6

Price Agreement Number: 60-805-15-13894

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See Page 6

Ship To:
New Mexico Department of Transportation
Various Location

Procurement Specialist: Travis Dutton

Telephone No.: 505-827-0477

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

Invoice:
New Mexico Department of Transportation
Various Location

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

Title: Articulating Telescopic Aerial Device

Term: February 8, 2016 thru February 7, 2017

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: 2.5.16

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,

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-15-13894

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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

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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-15-13894

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Awarded Vendors:

(AA)
0000052327
Albuquerque Utility Eq. Inc.
PO Box 8286
Albuquerque NM, 87198
505-265-5796

(AB)
0000045857
Clark Truck Equipment Co.
501 Industrial Ave. NE
Albuquerque, NM 87107
5058808222

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-15-13894

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The following applies to all items described in this specification:

Establish a Price Agreement for a Thirty Seven (37) foot bottom of platform, Forty One (41) foot working height, articulating telescoping aerial device with a one-man platform for the Department of Transportation.

Term:

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period 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.

Provide current literature of applicable model with bid.

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

Successful vendor shall be an authorized dealer and be a physically established dealership with parts and service facilities in New Mexico.

Successful vendor shall provide a complete, additional set of replacement filters to include engine crank-case, hydraulic, fuel, air induction, and coolant if applicable at time of delivery. Provide one (1) laminated filter replacement list and one (1) fluid/oil specification chart for truck and B engine.

Successful vendor shall provide four (4) hours training on the safety, technical, maintenance, service and proper operational procedures to each ordering district by factory or factory trained personnel. Training shall consist of classroom and hands-on operation. Place and time shall be mutually agreed on by vendor and District Equipment Manager. Training shall be completed within thirty (30) days from date of delivery.

Provide one (1) technical manual (CD Rom if available), one (1) parts book (CD Rom if available) and one (1) operator's manual with each unit delivered.

Dealer preparation, conditioning and full service is required prior to delivery on truck chassis and body at manufacturer's facility.

Fuel and DEF (Diesel Exhaust Fluid) tank, as well as, all other fluid reservoirs must be filled to full capacity.

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

Escalation Clause:

In the event of a product cost increase, an escalation request will be reviewed by this office on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Effective dates for increase will not be any sooner than fifteen days from the date the written request is received by this office. To facilitate prompt consideration, all requests for price increase must include all information listed below:

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

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, whichever, in his/her judgment, best serves the interest of the state of New Mexico.

Minimum Specifications

Articulating Telescopic Aerial Device

It is the intent of the following specifications to set minimum requirements for a Thirty Seven (37) foot bottom of platform, Forty One (41) foot working height, articulating telescoping aerial device with a one-man platform. These specifications must be considered minimum requirements. Any exceptions to these specifications must be so stated in your bid. All units must meet OSHA, ANSI 92.2 and FMVSS standards at the time of manufacture, without exception.

General Specifications:

Working height	Forty One (41) feet
Side reach from center line w/ end mount platform	Twenty Seven (27) feet
Standard platform capacity	Three Hundred (300) lbs.
Rotation shall be continuous	

The major components of the aerial device shall be powder coated white. Small parts shall be powder coated or painted black. Components must be painted or powder coated prior to assembly.

Stability:

The completed unit shall be capable of passing ANSI A92.2 stability test when mounted on a chassis of Seventeen Thousand Five Hundred (17,500) pounds GVWR with Six Thousand (6,000) pounds FAWR without the use of outriggers.

Hydraulic System:

Hydraulic power shall be provided by an engine accessory belt driven hydraulic pump or PTO driven hydraulic pump of sufficient size to furnish at least Three (3) to Three and One Half (3 ½) GPM at engine idle. Operating pressure shall be a maximum of Two Thousand Five Hundred (2500) PSI. An open center type hydraulic system shall be provided. Unit shall be equipped with a Ten (10) micron filter in the return line and a One Hundred (100)-mesh screen at the suction port of the at least Fifteen (15) gallon oil reservoir. Or approved equal.
Engine stop/start is provided at the upper and lower controls.

Upper and lower boom elevation/lowering and extension/retraction shall be done with double acting hydraulic cylinders with holding valves integral to the cylinder. Any other manner of either boom elevation/lowering or extension/retraction is unacceptable. In addition, holding valves bolted to the cylinders are unacceptable.

A pressure relief valve is integral to the lower control valve shall protect the hydraulic system. The relief valve setting must be at Two Thousand Five Hundred (2500) PSI.

All hydraulic adapters must be machined from forgings. Brazed hydraulic adapters are not acceptable. Hydraulic hose to be non-conductive Parker 518C type with permanent crimped on fittings. Reusable fittings must be available for field repair. Or approved equal.

Pedestal:

The pedestal shall be at least One Quarter (0.25) inch thick steel welded into a rectangular structure with at least a One (1) inch top plate. The hydraulic reservoir will be a separate component mounted inside the pedestal for protection. The reservoir will include a sight glass visible through the pedestal side indicating oil level and temperature. The hydraulic reservoir is to be constructed of steel and powder coated for the maximum cooling and protection from corrosion. Hydraulic reservoirs integral to the pedestal, plastic reservoirs or reservoirs mounted external of the pedestal are not acceptable. Or approved equal.

Turret:

The turret assembly shall be a welded assembly with at least One Sixty Third (0.63) inch thick sides and at least One (1) inch thick base plate. The turret and pedestal will be fastened to the rotation system with at least a One Sixty Third (0.63)

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General Services Department
Purchasing Division
Price Agreement #: 60-805-15-13894

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inch diameter grade Five (5) hex head cap screws tightened to a specified torque with a thread lock to prevent loosening. Or approved equal.

Rotation Drive:

Continuous Rotation

The rotation drive shall be a shear ball bearing with a worm driving directly on helical gear teeth machined on the outer race. The rotation bearing must be properly sized to allow the use of at least a One Sixty Third (0.63) inch diameter grade Five (5) hex head cap screws for attachment to the pedestal and turret. The worm must be self-locking and hourglass shaped to engage multiple teeth at all times. The rotation bearing, worm and housing must be factory adjusted and not require field adjustment. Separate right angle gearboxes that require periodic adjustment are unacceptable. A removable cover must be provided over the rotation bearing to allow easy access for lubrication of the gear teeth. Rotation shall be continuous. Electric or hydraulic rotation stops are not acceptable. The worm shaft shall have exposed hexagonal end for manual rotation. Or approved equal.

Boom Assembly:

The articulating lower boom shall be a minimum of Five (5) inch by Seven (7) inch steel tube. The boom shall articulate from Six (6)° below horizontal to vertical by means of at least a Four and One Half (4 ½) inch bore cylinder. A smaller diameter cylinder is unacceptable. A double acting cylinder equipped with two holding valves provides lower boom elevation. A parallelogram linkage shall be provided to maintain the upper boom at a constant angle relative to the ground as the lower boom is raised. The hydraulic hoses and air lines to the knuckle are housed inside the lower boom. Or approved equal.

The telescopic upper boom shall articulate from Fourteen (14)° below horizontal to Seventy Seven (77)° above horizontal by means of at least a Three and One Half (3 ½) inch bore cylinder. The outer boom shall be a minimum of Six (6) inch by Ten (10) inch steel tube. The inner boom shall be at least Five (5) inch by Seven (7) inch fiberglass with a One Thirty Eight (0.38) inch wall. A section of the fiberglass boom shall be non-tracking over any slide pads or rollers providing an insulation gap. The fiberglass boom will be filament wound using oven cured epoxy resin for consistent strength. Hand layed up booms or booms made with catalyst cured polyester resins are not acceptable. The fiberglass inner boom shall have a gelcoat finish with a painted topcoat to provide maximum water resistance. The inner boom shall be dielectrically tested and rated per ANSI A92.2-2009 for Category C— 46Kv and below, **fully retracted**. Or approved equal.

Boom extension/retraction shall be accomplished with a hydraulic cylinder attached between the outer and inner boom. The stroke of the hydraulic cylinder will limit extension. Any other means of limiting extension are unacceptable. The use of hydraulic or electric motors, cables, chains or electrical limit systems for extension is not acceptable. Holding valves in the extension cylinder must hydraulically prevent boom creep in both directions. Mechanical boom latches or pilot operated hydraulic valves to prevent boom creep are not acceptable. Or approved equal.

All pivot pins shall have a minimum tensile strength of One Hundred Fifty Thousand (150,000) PSI. Pins shall be zinc plated for corrosion resistance and have non-lube bearings at all points of movement. Or approved equal.

Hoses and control circuits shall be housed inside a hose carrier housed inside of the boom. The inner boom slide pads must be accessible for service without removing the inner boom from the outer boom. Or approved equal.

Platform:

Hydraulically Rotated Platform

A hydraulic platform rotator shall be provided to allow infinite positioning of the platform up to Ninety (90)° to either side of the boom. This shall provide for positioning of the platform for optimal work access. The platform shall be automatically leveled with a master/slave hydraulic leveling system. The slave cylinder shall include holding valves integral to the cylinder. Holding valves bolted to the cylinder are unacceptable. The hydraulic leveling system shall include a control valve to allow platform leveling adjustments from the upper and lower controls. An additional valve assembly shall provide a dual pilot operated check valve and dual circuit relief valves to prevent leakage from the system and to protect the system from damage. The platform shall be one-piece fiberglass, Twenty Four (24) inch by Twenty

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General Services Department
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Four (24) inch by Forty Two (42) inch with a molded step to the front. A non-skid surface will be bonded into the step surface. Self adhesive non-skid strips are not acceptable. Or approved equal.

Mounting:

The pedestal base shall be mounted directly to cross members below the body floor independent of the body. The cross members shall be secured to the chassis frame with shear plates using at least Two (2) One Sixty Third (0.63) inch diameter grade Five (5) hex head cap screws in each shear plate. A boom rest with rubber pad molded to a steel plate and ratchet tie down strap shall be provided to secure the upper boom for travel. Rubber pads not molded to a steel plate or plastic dipped boom rests are unacceptable. Or approved equal.

Controls:

Single Stick Controls

On side mounted platforms, the upper controls must be mounted on the platform support and remain level with the platform. On the end mounted platforms, the upper controls must be mounted on the side of the platform. A single handle joystick is provided for one handed operation of upper boom raise and lower, upper boom extend and retract, and boom rotation. A lever in the single stick control handle must be actuated before the boom controls are operable to protect against inadvertent operation. A separate locking lever control is provided with the single handle joystick to operate the lower boom raise/lower and leveling functions. A separate emergency stop control, boom controls, and hydraulic leveling control must be provided in a one-piece monoblock valve body. Or approved equal.

Safety Features:

Counterbalance Valves (Holding Valves) shall lock the elevation, extension and slave leveling cylinders in position in the event of hydraulic line or hose failure. Or approved equal.

Unit shall have a rotation system that prevents freewheeling in the event of hydraulic line or hose failure.

A fiberglass section must not track over slide pads or rollers for maximum dielectric protection for the operator. Or approved equal.

A fall protection anchor must be attached to the inner boom. Anchors attached to the platform or platform support is not acceptable. A body harness and adjustable length shock-absorbing lanyard must be provided for fall protection. Or approved equal.

Unit must meet OSHA and ANSI/SIA A92.2-2009 standards, without exception.

Service Body:

Body Shell:

The body shell is to be constructed of at least Fourteen (14) gauge two-sided A40 Galvanneal steel. The compartment tops and backs are to be a one piece seamless design. All doors, door openings, drip rails, and other exposed steel edges are to be hemmed for strength, safety, and resistance to corrosion. Or approved equal.

Floor:

The floor plate is to be constructed of a minimum of Twelve (12) gauge treadplate with a One and Three Eights (1 3/8) inch return flange on each side. The side compartment back panel should overlap and interlock with the floor flange, providing support for the weight of the side compartment. Or approved equal.

Understructure:

Cross sills are to be constructed from at least Eleven (11) gauge steel with Fifty Thousand (50,000) psi minimum yield strength. Or approved equal.

Tailgate:

The tailgate is to be constructed of at least Fourteen (14) gauge two-sided A40 Galvanneal steel. The tailgate is to be a minimum of Twelve (12) inch high and be a slam able style. In the open position, the tailgate should be level with the cargo floor. The tailgate shall not have any cables, chains, or bars to support it in the open position so it can be used as a work surface for objects wider than the tailgate. Or approved equal.

Doors:

The doors are to be constructed of at least Twenty (20) gauge two-sided A40 Galvanneal steel. The doors are to be double paneled with internal reinforcements for durability. Or approved equal.

Hinges:

Corrosion resistant all stainless steel continuous hinges are to be installed to provide full length support for the doors and pry-proof security with a built-in weather shield. Hinges are to be spot welded to the door frames and must be supported with a six year warranty. Or approved equal.

Rotary Latches:

Corrosion resistant rotary latches shall be secured to the door panels by four threaded studs attached to the back of the latches. Latches must have zinc die cast handles with a brushed chrome finish that provides ample hand clearance surrounded by an injection molded glass and mineral infused UV resistant nylon housing. The latches must also have an internal injection molded glass and mineral infused UV resistant nylon cover for protection from the contents of the compartments. The rotary latches are to be slam-latchable. The latching cams are to be elongated to allow the latches to move vertically relative to the lock strikes to prevent torsional damage. Microcellular urethane foam gaskets are to be installed between the latch flange and the outer door skin to prevent moisture from entering the compartment behind the latch. Lock cylinders are to be flush mounted for additional security. Or approved equal.

Door Strikers:

Adjustable strikers are to be affixed to the door frames with screws. (Welded-on door strikers are not acceptable.)

Door Seals:

Automotive "bulb type" neoprene door seals are to be installed by the manufacturer of the body on all door frames. Or approved equal.

Door Retainers:

Double spring over center door retainers are to be installed on all vertical doors. Door retainers need to hold doors in positive open or closed position. (Other types of retainers, like cables or chains, are not acceptable for vertical doors.) Horizontal doors are to be secured in an open position parallel to the ground by heavy duty chain retainers. The chain retainers must be easily removable so that the door can be opened to a full 180 degrees to be able to access the compartment in tight areas. Or approved equal.

Shelving:

Shelves are to be constructed of at least Eighteen (18) gauge bright spangled galvanized steel. All shelves are to have hemmed dividers on Four (4) inch centers. Shelves need to have a minimum capacity rating of Two Hundred and Five (250) lbs. Or approved equal.

Exterior Prime Paint:

The body is to be completely treated with a gray epoxy prime paint featuring a zinc phosphate pre-cote and seal for additional corrosion protection. Prime paint is to be oven cured to provide a hard durable finish. Finish paint white. Or approved equal.

Interior Paint:

Interior paint is to be a mid-gloss, mar resistant, light gray finish.

Undercoating:

The body is to be completely undercoated by the body manufacturer using a water base acrylic. Or approved equal.

Installation:

The manufacturer of the body is to supply a recommended installation process along with detailed installation instructions that conform to all applicable Federal Motor Vehicle Safety Standards. Rear body-to-chassis mounting brackets need to incorporate bumper support as well as provide FMVSS 301 protection. Furthermore, the manufacturer of the body is to supply an owner manual describing the proper care and maintenance of the body for the user.

Warranty:

The following items are to be covered by a minimum of a Three (3) year limited warranty to the first owner/user of record.

No Rust-Thru Guarantee:

Door Hinges:

Guaranteed not to fail to operate or come off product.

Latches and Lock Cylinders:

Unconditional guarantee against failure.

Shelves:

Guaranteed not to fail in bending under a maximum 250 lb. rated load.

Lighting:

Lighting is to meet all FMVSS standards and to be LED type. The wiring harness is to be encased in a plastic loom and all wires are to be colored for ease of troubleshooting. The wire harness must have connectors that are compatible with Manufactures chassis without splicing. The stop/tail/turn and backup lights are to be recessed in the rear of the body. The stop/tail/turn lights are to be clear-back style. All marker, clearance, S/T/T and R.I.D. lighting is to be LED type lighting. Having incandescent lights in any of these locations is not acceptable.

Lighting Wire:

All interior wiring must be retained by a mechanical fastening system. Other methods of retention securing the wiring, such as adhesive-backed holders, are unacceptable.

Interior Light Guard:

Light guards are to be installed by the body manufacturer to provide protection for recessed LED stop/tail/turn and backup lights. The wiring harness needs to be protected also.

Rear Tailshelf:

Full width appx. Thirty (30) inch deep tailshelf with skirted sides and cable step and grab handle, Six (6) inch oval LED S/T/T lights recessed into channel perimeter. Cargo floor and deck of tailshelf to be spray lined.

Emergency Lighting Package:

- Federal signal Fifty Three (53) inch LED legend light bar mounted on cab with special NMDOT wiring, led colors and flash pattern
- Federal signal Six (6) head micro pulse perimeter LED type lights with dual color leads. Two (2) at front grill, two (2) each side of utility body, one (1) each side of tailshelf, one (1) each side on rear of tailshelf
- Federal Signal LED traffic director mounted center rear of tailshelf and wired to same power switch and all other emergency lighting
- Two Golight type LED work/spotlights mounted one each side at front of body with wireless controllers.

Emergency Lowering:

A separate emergency lowering system shall be provided which includes a Twelve (12) volt DC motor located inside the pedestal. Controls to actuate the emergency lowering system shall be at the upper and lower controls. Or approved equal.

Additional Equipment to Be Bid As Options:

A) Chassis Insulation System (Lower Boom Insert):

A Seven (7) inch by Nine (9) inch fiberglass section in the lower boom shall provide a minimum of Twelve (12) inches of insulation gap in all boom positions. The fiberglass section shall overlap of the steel a minimum of Ten (10) inches and be bonded and bolted to the steel. Any less insulation gap is unacceptable. The parallel link shall provide Twelve (12) inches of insulation gap in all boom positions as well. The fiberglass section shall be pinned to each steel section with two (2) One (1) inch diameter pins. Or approved equal.

B) Hydraulic Tool Circuit—Requires Two Speed Throttle:

An outlet for hydraulic tools shall be provided at the operator's platform. The circuit includes a selector valve and outlet ports for pressure and return. The system must be designed for Five (5) GPM flow. Quick disconnect fittings do not need to be included. A two (2) speed engine throttle is required. At low idle, the pump shall provide Three (3) to Three and One Half (3 ½) GPM flow for lift operation. At high idle, the pump shall provide Five (5) GPM flow for tool operation. Or approved equal.

C) Two Speed Throttle:

The two speed throttle system shall provide an electric signal for the chassis electronic engine control system. The signal shall be activated from the upper or lower controls and increase engine speed for hydraulic tool operation. The signal circuit must be deactivated for road travel through the aerial lift master switch. Or approved equal.

D) Outriggers:

Outriggers shall require no more than Seven (7) inches of space between the body and the cab. A control valve shall be provided to select between aerial lift and outrigger operation. An outrigger/boom interlock system shall be provided to prevent aerial lift operation unless the outriggers have made contact with the ground. It also prevents outrigger operation if the aerial lift is in operation. A control valve shall be provided on each side of the rear of the body to provide visibility of each outrigger during operation. Or approved equal.

E) Oversize Bucket:

Twenty Four (24) inches x Thirty (30) inches x Forty Two (42) inches.

F) Bucket Cover:

For both standard and oversize buckets.

G) Increased Capacity:

Three Hundred and Fifty (350) lbs. Bucket Capacity

Supplemental Terms and Conditions

[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 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 _____ 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 \$_____ 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.

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 the unit(s) provided hereunder is/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.

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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.

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!**

Item	Approx. Qty.	Unit	Article and Description	Unit Price
Bid as Options:				
			A) Chassis Insulation System (Lower Boom Insert)	Add (AA) \$1,749.89 (AB) \$1,575.00
			B) Hydraulic Tool Circuit—Requires Two Speed Throttle	Add (AA) \$1,376.02 (AB) \$200.00
			C) Two Speed Throttle	Add (AA) \$482.12 (AB) \$390.00
			D) Outriggers	Add (AA) \$5,763.14 (AB) \$4,250.00
			E) Oversize Bucket	Add (AA) \$101.82 (AB) \$150.00
			F) Bucket Cover	Add (AA) \$89.09 (AB) \$125.00
			H) Increased Capacity	Add (AA) \$1.00 (AB) \$100.00
			Make Offered.....	(AA) ETI (AB) UTEM SKYTEL
			Model Offered.....	(AA) ETC37IH (AB) UTLI 41A/46A
			Base Price per Unit.....	(AA) \$60,073.30 (AB) \$51,222.00