



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
4Rivers Equipment (AA), (AB) & (AC)

Telephone No :

Price Agreement Number: 70-805-17-15899

Price Agreement Amendment No.: Two

Term: June 27, 2017 – June 26, 2019

Ship To:
New Mexico Department of Transportation
Agency will pick up

Procurement Specialist: Raelynn Lujan *ML*

Telephone No.: (505) 827-0484

Email: raelynn.lujan@state.nm.us

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: **Loader, Backhoe**

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

The following cost increases are effective immediately:

Please see attached for details.

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

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 11/5/2018

Price Agreement Number: 70-805-17-15899

Price Agreement Amendment No.: Two

Term: June 27, 2017 – June 26, 2019

(AA) 4Rivers Equipment	Current Pricing	Percentage of Increase	Amount of Increase	Total Price
(Item 001) Base Price Per Unit	\$82,999.00	4.0000%	\$3,319.96	\$86,318.96
Option AF	\$2,495.00	4.0000%	\$99.80	\$2,594.80
(AB) 4Rivers Equipment	Current Pricing	Percentage of Increase	Amount of Increase	Total Price
(Item 001) Base Price Per Unit	\$80,399.00	4.0000%	\$3,215.96	\$83,614.96
Option AF (Deduct)	-\$3,469.00	-4.0000%	-\$138.76	-\$3,330.24
(AC) 4Rivers Equipment	Current Pricing	Percentage of Increase	Amount of Increase	Total Price
(Item 001) Base Price Per Unit	\$90,999.00	4.5000%	\$4,094.96	\$95,093.96



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Price Agreement Number: 70-805-17-15899

Price Agreement Amendment No.: One

Term: June 27, 2017 – June 26, 2019

Procurement Specialist: Susan L. Phillips

Telephone No.: (505) 827-0488

Awarded Vendor
11 Vendors

Telephone No. _____

Ship To:
New Mexico Department of Transportation
Agency will pick up

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: **Loader, Backhoe**

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 June 27, 2018 to June 26, 2019. Vendor (AA), (AB) and (AC) 4 Rivers Equipment, Vendor (AD), and (AE) ProCon, LLC/dba ProCon JCB and Vendor (AI) Wagner Equipment Company have agreed to extend at the same price, terms and conditions.

Vendor (AF), (AG) and (AH) Titan Machinery and Vendor (AJ) and (AK) Wagner Equipment Company have agreed to extend for one (1) additional year and will exercise the escalation clause. Please see attached for details.

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: 6/29/2018

(AF) Titan Machinery – Case 580SN	Current Price	New Price
Item 001 Base Price Per Unit	\$85,741.00	\$90,885.46
Option H	\$3,250.00	\$3,445.00
Option I	\$2,100.00	\$2,226.00
Option K	\$13,225.00	\$14,018.50
Option L	\$3,760.00	\$3,985.60
Option P	\$1,092.00	\$1,157.52

(AG) Titan Machinery – Case 590SN	Current Price	New Price
Item 001 Base Price Per Unit	\$97,457.00	\$103,304.42
Option H	\$3,250.00	\$3,445.00
Option I	\$2,100.00	\$2,226.00
Option K	\$13,225.00	\$14,018.50
Option L	\$3,760.00	\$3,985.60
Option P	\$1,092.00	\$1,157.52

(AH) Titan Machinery – Case 580N	Current Price	New Price
Item 001 Base Price Per Unit	\$82,539.00	\$87,491.34
Option H	\$3,250.00	\$3,445.00
Option I	\$2,100.00	\$2,226.00
Option K	\$13,225.00	\$14,018.50
Option L	\$3,760.00	\$3,985.60
Option P	\$1,092.00	\$1,157.52

(AJ) Wagner Equipment Company – Caterpillar 420F2	Current Price	New Price
Item 001 Base Price Per Unit	\$87,645.00	\$88,197.16

(AK) Wagner Equipment Company – Caterpillar 416F2	Current Price	New Price
Item 001 Base Price Per Unit	\$80,949.00	\$81,823.25



State of New Mexico
General Services Department

Price Agreement

Awarded Vendor:
11 Vendors (see page 7)

Telephone No.:

Price Agreement Number: 70-805-17-15899

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:
India Garcia 505-827-5183

Title: **Loader, Backhoe**

Term: **June 27, 2017-June 26, 2018**

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: 6/21/17

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 #:70-805-17-15899

Page-3

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!*

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 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.

Awarded Vendors:

(AA)0000103580 (Primary Bid)
4 Rivers Equipment
2301 Candelaria Road NE
Albuquerque, NM 87107
505-884-2900

(AB)0000103580 (Secondary Bid)
4 Rivers Equipment
2301 Candelaria Road NE
Albuquerque, NM 87107
505-884-2900

(AC)0000103580 (Secondary Bid)
4 Rivers Equipment
2301 Candelaria Road NE
Albuquerque, NM 87107
505-884-2900

(AD) 0000109424 (Primary Bid)
ProCon, LLC /Dba ProCon JCB
461 Pioneer Place
Las Cruces, NM 88005
575-524-1671

(AE) 0000109424 (Alternate 1)
ProCon, LLC /Dba ProCon JCB
461 Pioneer Place
Las Cruces, NM 88005
575-524-1671

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #:70-805-17-15899

Page-8

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

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

(AI) 0000045306
Wagner Equipment Co.
4000 Osuna RD NE
Albuquerque, NM 87109
505-345-8411

(AJ) 0000045306
Wagner Equipment Co.
4000 Osuna RD NE
Albuquerque, NM 87109
505-345-8411

(AK) 0000045306
Wagner Equipment Co.
4000 Osuna RD NE
Albuquerque, NM 87109
505-345-8411

SUPPLEMENTAL TERMS AND CONDITIONS
(Miscellaneous Equipment)
[Rev. 4/17]

The following applies to all items described in this specification:

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

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, with O.E.M. certified mechanics qualified to repair and service all aspects of engine and powertrain components.

Successful vendor shall provide a complete, additional set of replacement filters to include engine crank-case, hydraulic, fuel, air induction, air dryer, DEF 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 as well as one (1) laminated lube chart with services intervals.

Provide one (1) technical manual (DVD or flash drive if available), one (1) parts book (DVD or flash drive if available) and one (1) operator's manual with each unit delivered.

Dealer preparation, conditioning and full service is required prior to delivery. Fuel tanks shall be filled to full capacity. Parameters for engine shutdown system shall be tested prior to delivery. Pre-delivery inspection forms shall be provided prior to NMDOT inspections.

Fuel and DEF (diesel exhaust fluid) tank, as well as, all other fluid reservoirs must be filled to full capacity. All fluid reservoirs and tanks are to be labeled with quantity and type.

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. Price decreases as well shall apply. If the vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases and/or decreases will not be retroactive to orders already in-house or back-ordered. Orders will be filled at the price in effect of the date of the receipt of the order by the vendor.

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.

Vendors may bid up to **three** (3) models for each item and are encouraged to do, so long as they meet the minimum specification. NMDOT does not set a limit for exceeding the minimum specifications and welcomes multiple models with different capabilities.

Primary and alternate models must be submitted as a separate and complete Bid Packet with their own Cover Sheet found on page one of the ITB, to be considered valid. Each packet must also be labeled as Primary or Alternate.

Any item bid without a Cover Sheet will not be considered!

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 Miscellaneous Equipment described in specifications.

Above noted equipment shall be delivered within ninety (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 \$25.00 per unit per day.

Documented strikes, national emergencies, or acts of God are the only justification for delay in delivery. Acts of God are defined as unusual, sudden, and unexpected manifestations of the forces of nature, the effect(s) of which could not have been prevented by reasonable human foresight, pains, and care.

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

Motor Vehicle Regulations:

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

Certificates, Manuals, and Warranties:

When unit(s) are delivered, the bidder shall provide to the ordering agency (if applicable):

- a) Documents of Title, (Due upon payment to vendor)
- b) Certificates of Origin, (Due upon payment to vendor)
- 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 two (2) years. All power train components shall be fully warranted for five (5) years and /or twenty five hundred (2,500) 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 warranty period.

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 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.

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 are under warranty, all repairs shall be completed within five (5) working days after receipt of unit(s). This period may be extended at the user's option and such extension shall be documented in writing. In the event of failure to perform repairs within five (5) working days and failure to receive approval for time extension, the bidder shall provide a like unit until repairs are completed. All repairs shall be performed at the bidder's place of business or other facility of his/her choice. Delivery of unit(s) for repair and all costs associated therewith shall be the user's responsibility.

Parts Availability:

All replacement parts/components required by the ordering agency for repairs of unit(s) shall be provided within five (5) working days during the warranty period. This period may only be extended at the user's option.

In the event of failure to provide parts/components within the stipulated time or receipt of user/owner concurrence for extending this time, the bidder shall provide the replacement parts/components at no cost to the user/owner.

Training:

The bidder will be responsible for providing a minimum of four (4) hours of service and operator training or as may otherwise be required under this specification. Training session format(s), length(s), and location(s) will be mutually agreed to between the seller and purchaser.

Responsibility of Bidders:

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

- a) Maintenance and reliability experience of units in service for at least one (1) year
- b) Other data on actual performance of equipment, which in the opinion of the bidder will assist the State in selecting the most effective cost efficient unit offered by the bidder.

Payment or Acceptance Not Conclusive:

No payment made under this contract shall be conclusive evidence of the performance of the contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed

as an acceptance of 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!

New Mexico Department of Transportation
Minimum Specifications

Item 1:

Loader Backhoe

Scope:

This specification describes a Four Wheel Drive, Backhoe Loader with extendable dipper stick.

Engine:

Tier IV compliant or the most current available from manufacturer, diesel, electronic fuel injection, factory installed turbocharger (altitude compensator not acceptable). At least eighty five (85) SAE net engine horsepower at rated rpm. Dual stage, dry-type air cleaner with inner safety element. Air restriction indicator and pre-cleaner. Spin on-type oil filter(s). Fuel filter and fuel/water separator. Cold weather starting aid. Engine block heater. Or prior approved equal.

Hood:

Tilting hood (lockable).

Exhaust:

Vertical exhaust and muffler system with ninety (90) degree turn out.

Cooling:

Liquid cooled, maximum cooling available. Anti-freeze protection in system to minus thirty-four (34) degrees Fahrenheit. Long life or extended life coolant/anti-freeze. Locking lid or cap.

Transmission:

Manufacture's standard, forward and reverse power shuttle. Neutral safety switch. Transmission disconnect system on transmission shift lever. Spin-on transmission filter. Or prior approved equal.

Fuel Tank:

Maximum capacity available. Locking lid or cap and labeled with quantity and type.

Steering:

Full power, hydrostatic.

Front Axle:

Oscillating, four-wheel drive engaged/disengaged from cab.

Front Drive Shaft:

Manufacturer's standard with drive shaft guard.

Rear Axle:

Heavy-duty axle with cab controlled differential lock/unlock.

Brakes:

Fully enclosed, hydraulic actuated wet disk, individually applied and interlock. Parking brake. Or prior approved equal.

Ride Control:

Manufacturer's standard.

Electrical System:

Manufacture's standard starting and charging system. Heavy Duty alternator and battery with lockable lid or cover. Two (2)-twelve-(12) volt thirty (30) amp accessory power plugs in the cab. Master disconnect switch. Or prior approved equal.

Lighting:

Run-turn-stop-warning lights. Four (4) front and four (4) rear work lights. All light will be LED type.

Throttle:

Foot and hand lever control with infinite settings with electronic control.

Tires:

Manufacturer's standard front and rear, traction lug-type.

Hydraulics:

Manufactures standard. Tank must be labeled with quantity and type, reservoir with sight gauge or dipstick (anti-vandalism protection) and a Locking lid or cap. Spin-on hydraulic filter. Hydraulic oil cooler. All hydraulic cylinders shall be chrome plated. Or prior approved equal.

Instrumentation:

Electronic monitoring system for engine, electrical, power train and hydraulics. Provide the following gauges/meters: engine temperature, fuel, converter, hour meter and tachometer. High coolant temperature, low oil pressure, parking brake engagement, shuttle engagement/seat position, backup alarm, shall have audible and visual alarm warning.

Cab:

Fully enclosed ROPS/FOPS pressurized deluxe cab with tinted glass. Not to exceed seventy seven (77) db(a) decibels sound level. Right/left cab entry. Tilt wheel. Complete rubber floor mat. Factory installed air conditioner. Heater/defroster. Interior rear view mirror. Front/rear windshield wipers with front/rear windshield washers. Sun visor. Tilt steering wheel. Deluxe cloth suspension seat with safety belt. Storage compartments. Cup holders and interior cab light. Coat hook. Horn, dual switched front and rear.

Fenders:

Manufacturer's standard rear fenders.

Operating Weight:

Fifteen thousand (15,000) pounds as specified.

Front End Loader Controls:

Single-lever control to raise, neutral, lower, float, curl, dump, return-to-dig, bucket position indicator and clutch disconnect button on loader control.

Loader Bucket:

Heavy-duty general purpose bucket, bolt-on cutting edge.

Loader Arms:

Heavy-duty manufacturer's standard with safety prop.

Backhoe Controls:

2-lever joy-stick controls with electric/hydraulic pilot operated control system (no cables or rods). In-cab selectable excavator to backhoe control pattern change (no tools required).

Backhoe Bucket:

Twenty-four inch severe-duty. Complete with rock teeth.

Extendible Dipper Stick:

Manufacturer's standard electric/hydraulic push button controlled (proportional valve) extendible dipper stick (no cables or rods).

Boom:

Manufacturer's standard heavy-duty boom. One hundred eighty (180) degrees swing arc. Transport lock.

Stabilizers:

Anti-drift, reversible pads for dirt and street.

Toolbox:

Manufacturer's standard lockable toolbox.

Paint:

Prime and paint at factory with factory standard color.

Backup Alarm:

Single sound level backup alarm with a minimum sound level of one hundred twelve (112) decibels "Preco" type or prior approved equal.

Slow moving vehicle emblem (SMV):

Provide a slow moving vehicle (SMV) emblem at rear.

Led Light Bar:

LED type amber front red rear, mini led light bar or approved equal, mounted on top of cab with rubber mounted metal bracket. Wired and fused separately to a heavy-duty switch.

Grab Handles /Steps:

Easy access grab handles and steps for entering and exiting cab.

Tie Down Points:

Minimum of four (4) designated Tie-down points with visual labeling, designed to accommodate chains with five-eighths inch hooks.

Make Offered.....

- AA) John Deere
- AB) John Deere
- AC) John Deere
- AD) JCB
- AE) JCB
- AF) Case
- AG) Case
- AH) Case
- AI) Caterpillar
- AJ) Caterpillar
- AK) Caterpillar

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #:70-805-17-15899

Model Offered.....

- AA) 310SL
- AB) 310L
- AC) 410L
- AD) 3CX-14 Super
- AE) 4CX-14 Super
- AF) 580SN
- AG) 590SN
- AH) 580N
- AI) 430F2
- AJ) 420F2
- AK) 416F2

Base Price per Unit.....

- AA)\$82,999.00
- AB)\$80,399.00
- AC)\$90,999.00
- AD)\$87,960.00
- AE)\$104,276.00
- AF)\$85,741.00
- AG)\$97,457.00
- AH)\$82,539.00
- AI)\$96,629.00
- AJ)\$87,645.00
- AK)\$80,949.00

Bid as Options:

A) Additional Technical Manual (Paper)

- Add AA)\$194.00
- AB)\$194.00
- AC)\$195.00
- AD)\$550.00
- AE)\$550.00
- AF)\$1,270.00
- AG)\$1,270.00
- AH)\$1,270.00
- AI)\$1,600.00
- AJ)\$1,600.00
- AK)\$1,600.00

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #:70-805-17-15899

B) Additional Parts Book (Paper)

AddAA)\$660.00
AB)\$660.00
AC)\$675.00
AD)\$550.00
AE)\$550.00
AF)\$715.00
AG)\$715.00
AH)\$715.00
AI)\$100.00
AJ)\$100.00
AK)\$100.00

C) Additional Technical Manual (DVD or Flash Drive)

AddAA)\$145.00
AB)\$145.00
AC)\$145.00
AD)\$550.00
AE)\$550.00
AF)\$65.00
AG)\$65.00
AH)\$65.00
AI)\$1,200.00
AJ)\$1,200.00
AK)\$1,200.00

D) Additional Parts Book (DVD or Flash Drive)

AddAA)\$494.00
AB)\$494.00
AC)\$510.00
AD)\$550.00
AE)\$550.00
AF)\$65.00
AG)\$65.00
AH)\$65.00
AI)\$80.00
AJ)\$80.00
AK)\$80.00

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #:70-805-17-15899

E) Radio Ready Kit with Radio, Antenna and Speakers	AddAA)\$590.00 AB)\$590.00 AC)\$590.00 AD)\$200.00 AE)\$200.00 AF)\$268.00 AG)\$268.00 AH)\$268.00 AD)\$1,320.00 AJ)\$1,320.00 AK)\$1,320.00
F) Three Year / Three Thousand Hours Service Plan (Manufacturer's Standard)	AddAA)\$8,499.00 AB)\$8,499.00 AC)\$8,499.00 AD)\$14,749.00 AE)\$14,749.00 AI)\$8,400.00 AJ)\$8,400.00 AK)\$8,400.00
G) Five Year/ Five Thousand Hours Service Plan (Manufacturer's Standard)	AddAA)\$13,950.00 AB)\$13,950.00 AC)\$13,950.00 AD)\$26,276.00 AE)\$26,276.00 AI)\$14,100.00 AJ)\$14,100.00 AK)\$14,100.00

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #:70-805-17-15899

H) Multi-Purpose Loader Bucket

AddAA)\$5,250.00
AB)\$5,250.00
AC)\$6,000.00
AD)\$3,250.00
AE)\$3,250.00
AF)\$3,250.00
AG)\$3,250.00
AH)\$3,250.00
AI)\$5,700.00
AJ)\$5,700.00
AK)\$5,700.00

I) "CTI" Type Loader Bucket Quick Attach Forks

AddAA)\$840.00
AB)\$840.00
AC)\$840.00
AD)\$2,100.00
AE)\$2,100.00
AF)\$2,100.00
AG)\$2,100.00
AH)\$2,100.00
AI)\$1,800.00
AJ)\$1,800.00
AK)\$1,800.00

J) Additional Valves and Cab Control for Boom Mounted Hydraulic Breaker

AddAA)\$2,600.00
AB)\$1,750.00
AC)\$2,600.00
AD)\$2,054.00
AE)\$2,054.00
AF)\$2,798.00
AG)\$2,798.00
AH)\$2,798.00
AI)\$2,900.00
AJ)\$2,900.00
AK)\$2,900.00

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #:70-805-17-15899

K) Boom Mounted Hydraulic Hammer/Breaker with Additional
Valves and Cab Controls

AddAA)\$14,600.00
AB)\$13,750.00
AC)\$15,000.00
AD)\$8,923.00
AE)\$8,923.00
AF)\$13,225.00
AG)\$13,225.00
AH)\$13,225.00
AD)\$17,500.00
AJ)\$17,500.00
AK)\$17,500.00

L) Boom Mounted Thumb with Additional Valves and Cab Controls

AddAA)\$7,600.00
AB)\$6,250.00
AC)\$7,600.00
AD)\$8,000.00
AE)\$8,000.00
AF)\$3,760.00
AG)\$3,760.00
AH)\$3,760.00
AI)\$4,700.00
AJ)\$4,700.00
AK)\$4,700.00

M) Quick Connect Coupler and Bucket in lieu of standard pin on type

AddAA)\$850.00
AB)\$850.00
AC)\$850.00
AD)\$1,480.00
AE)\$1,480.00
AF)\$2,271.00
AG)\$2,271.00
AH)\$2,271.00
AI)\$1,650.00
AJ)\$1,650.00
AK)\$1,650.00

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #:70-805-17-15899

N) Cab controls for front loader hydraulics

AddAA)\$2,250.00
AB)\$2,250.00
AC)\$2,250.00
AD)\$726.00
AE)\$726.00
AF)\$3,955.00
AG)\$3,955.00
AH)\$3,955.00
AI)\$4,400.00
AJ)\$4,400.00
AK)\$4,400.00

O) Additional Eight Inch Backhoe Bucket

AddAA)\$825.00
AB)\$825.00
AC)\$825.00

P) Additional Twelve Inch Backhoe Bucket

AddAA)\$875.00
AB)\$875.00
AC)\$875.00
AD)\$1,090.00
AE)\$1,090.00
AF)\$1,092.00
AG)\$1,092.00
AH)\$1,092.00
AI)\$1,400.00
AJ)\$1,400.00
AK)\$1,400.00

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #:70-805-17-15899

Q) Front Spare Wheel

AddAA)\$400.00
AB)\$400.00
AC)\$400.00
AD)\$365.00
AE)\$567.00
AF)\$312.00
AG)\$312.00
AH)\$312.00
AI)\$300.00
AJ)\$300.00
AK)\$300.00

R) Front Spare Tire (Mounted if Purchased with Option "Q")

AddAA)\$375.00
AB)\$375.00
AC)\$375.00
AD)\$1,037.00
AE)\$2,833.00
AF)\$665.00
AG)\$665.00
AH)\$665.00
AI)\$800.00
AJ)\$800.00
AK)\$800.00

S) Rear Spare Wheel

AddAA)\$820.00
AB)\$820.00
AC)\$950.00
AD)\$567.00
AE)\$567.00
AF)\$525.00
AG)\$525.00
AH)\$525.00
AI)\$700.00
AJ)\$700.00
AK)\$700.00

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #:70-805-17-15899

T) Rear Spare Tire (Mounted if Purchased with Option "S")

AddAA)\$830.00

AB)\$830.00

AC)\$1,100.00

AD)\$2,833.00

AE)\$2,833.00

AF)\$1,775.00

AG)\$1,775.00

AH)\$1,775.00

AI)\$1,600.00

AJ)\$1,600.00

AK)\$1,600.00

U) Solid Tires Front and Back

AddAA)\$7,250.00

AB)\$7,250.00

AC)\$8,000.00

AD)\$3,369.00

AE)\$4,000.00

AI)\$9,500.00

AJ)\$9,500.00

AK)\$9,500.00

V) Snow Plow

AddAD)\$8,448.00

AE)\$8,448.00

AF)\$4,040.00

AG)\$4,040.00

AH)\$4,040.00

AI)\$6,500.00

AJ)\$6,500.00

AK)\$6,500.00

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #:70-805-17-15899

W) Snow Pusher

AddAA)\$4,850.00
AB)\$4,850.00
AC)\$4,850.00
AF)\$3,200.00
AG)\$3,200.00
AH)\$3,200.00
AD)\$6,000.00
AJ)\$6,000.00
AK)\$6,000.00

X) Snow Pusher with Wings

AddAD)\$9,089.00
AE)\$9,089.00
AF)\$3,382.00
AG)\$3,382.00
AH)\$3,382.00

Y) Backup Camera

Add AF)\$975.00
AG)\$975.00
AH)\$975.00

Z) Automatic Lubrication System

Add AF)\$8,592.00
AG)\$8,592.00
AH)\$8,592.00

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #:70-805-17-15899

AA) Standard Dipper Stick in lieu of extendable

DeductAA)\$4,500.00
AB)\$4,500.00
AC)\$4,500.00
AD)\$2,007.00
AE)\$2,007.00
AF)\$3,010.00
AG)\$3,010.00
AH)\$3,010.00
AI)\$3,500.00
AJ)\$3,500.00
AK)\$3,500.00

AB) Standard Backhoe Controls In Lieu Of Pilot Controls

DeductAA)\$1,250.00
AB)\$1,250.00
AC)\$1,250.00
AD)\$736.00
AE)\$4,690.00
AF)\$1,600.00
AG)\$1,600.00
AH)\$1,600.00
AK)\$4,500.00

AC) Two Wheel Drive in Lieu of Four Wheel Drive

DeductAA)\$7,750.00
AB)\$7,750.00
AC)\$7,750.00
AD)\$2,874.00
AF)\$7,120.00
AG)\$7,120.00
AH)\$7,120.00
AI)\$7,500.00
AJ)\$7,500.00
AK)\$7,500.00

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #:70-805-17-15899

Page-27

AD) Tires, Other: Firestone 21L-24 12PR & 12.5/80-18 12 PR Suregrip	Add/DeductAA)	\$+1,500.00
Firestone 21L-24 12PR & 12.5/80 1LPR Suregrip	AC)	\$+750.00
12.5/80X18 Front	AF)	\$+910.00
12.5/80X18 Front	AG)	\$+910.00
12.5/80X18 Front	AH)	\$+910.00

AE) Tires, Other:	Add/Deduct	
Michelin Radials	AF)	\$+2,200.00
Michelin Radials	AG)	\$+2,200.00
Michelin Radials	AH)	\$+2,200.00

AF) Other: "HL" Option (Heavy Lift Backhoe)	Add/DeductAA)	\$+2,495.00
"EP" option (74HP IT4)	AB)	\$-3,469.00
Halogen in lieu of LED lighting	AC)	\$-500.00
Wide Track Option	AF)	\$+3,962.00

AG) Other: Halogen in lieu of LED Lighting	Add/DeductAA)	\$-500.00
Halogen in lieu of LED Lighting	AB)	\$-500.00
Boom Protection Plate	AC)	\$+600.00
93" Wide Front Bucket	AF)	\$+705.00

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #:70-805-17-15899

- AH) **Other: Loader coupler package to include coupler, bucket and 48" Add/DeductAA)\$+7,250.00**
Pallet Forks
Anti Theft _____ AB)\$+300.00
- Loader coupler package to include coupler, bucket and 48" _____ AC)\$+7,250.00**
Pallet Forks
- Gripper Teeth _____ AF)\$+197.00**
- Gripper Teeth _____ AG)\$+197.00**
- Gripper Teeth _____ AH)\$+197.00**

Item 2:
Percentage of discount for attachments not listed

- | | |
|---------------|---|
| Discount..... | AA) 15% |
| | AB) 15% |
| | AC) 15% |
| | AD) 12% |
| | AE) 12% |
| | AF) 20% Case factory with unit
10% Other |
| | AG) 20% Case factory with unit
10% Other |
| | AH) 20% Case factory with unit
10% Other |
| | AI) 15% |
| | AJ) 15% |
| | AK) 15% |