



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
2 Vendors

Number: 90-805-19-16780

Amendment No.: Two

Term: January 31, 2020 – January 30, 2022

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Raelynn Lujan

Telephone No.: (505) 670-1561

Email: Raelynn.Lujan@state.nm.us

Invoice:
New Mexico Department of Transportation
Various Locations

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

Title: **Trailer, End Dump**

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

This amendment is issued to reflect the following effective immediately: Price escalations for (AA) Bruckner Truck Sales and (AB) MCT Industries shall be as found in the tables on the following pages.

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

Valerie Paulk
Valerie Paulk, New Mexico State Purchasing Agent

Date: 7/12/2021

× **This Agreement was signed on behalf of the State Purchasing Agent**

(AA) Bruckner Truck Sales, Inc.			
Item 001 - Trailer, End Dump		Current Price	New Price
Base Price Per Unit - CTS, Rock Master		\$51,547.00	\$54,397.00
Option A) Additional Technical Manual	Add	No Charge	
Option B) Additional Parts Book	Add	No Charge	
Option C) 11R024.5 Tires and Rims	Add/Deduct	N/B	
Option D) 12R-22.5 Tires and Rim	Add/Deduct	\$175.00	No change
		Per tire/rim	
Option E) Manual tarp system	Deduct	(\$300.00)	No change
Option F) Forty (40) foot length	Add	\$4,400.00	No change
Option G) Twenty-Two (22) foot length	Deduct	(\$900.00)	No change
Option H) L.E.D. Strobe light at rear of trailer	Add	\$275.00	No change
Option I) Tri-Axles	Add	\$7,200.00	No change
Option J) Scale Systems	Add	\$3,550.00	No change
Option K) Tire Inflation System	Add	\$945.00	No change
Option L) In-Cab Slope-Detector/Lift Lock-Out ("Pull Tarp IV" or Equal)	Add		
Option M) Additional Tire and Rim	Add	\$660.00	No change
Option N) Quarter Frame	Deduct	(\$1,250.00)	No change
Option O) Frame-Less	Deduct	(\$3,250.00)	No change
Option P) Air Ride Suspension	Add/Deduct	\$825.00	No change
Option Q) "Hi-Cube" Demolition Type Body	Add	\$2,000.00	No change
		60" sides 33.2 cubic	
Option R) Vertical Wall Standard Tub with Standard Tailgate	Add/Deduct		

Option S) Percentage of discount for attachments and/or options not listed, that apply to this item only	%	Remains the same at 10%	
(AB) MCT, Inc.		Current Price	New Price
Item 001 - Trailer, End Dump			
Base Price Per Unit - CTS, Rockmaster		\$48,941.76	\$57,751.28
Option A) Additional Technical Manual	Add	N/C	
Option B) Additional Parts Book	Add	N/C	
Option C) 11R024.5 Tires and Rims	Add/Deduct	N/C Standard	
Option D) 12R-22.5 Tires and Rim	Add/Deduct	\$997.50	\$1,177.05
	Add	\$183.75	\$216.83
		Per Wheel	Per Wheel
Option E) Manual tarp system	Deduct	(\$262.50)	(\$309.75)
Option F) Forty (40) foot length	Add	\$4,725.00	\$5,575.50
Option G) Twenty-Two (22) foot length	Deduct	(\$787.50)	(\$929.25)
Option H) L.E.D. Strobe light at rear of trailer	Add	\$315.00	\$371.70
Option I) Tri-Axles	Add	\$7,875.00	\$9,292.50
Option J) Scale Systems	Add	\$3,937.50	\$4,646.25
		W/Spring Ride	W/Spring Ride
Option K) Tire Inflation System	Add	\$1,050.00	\$1,239.00
Option L) In-Cab Slope-Detector/Lift Lock-Out ("Pull Tarp IV" or Equal)	Add	\$4,567.50	\$5,389.65
Option M) Additional Tire and Rim	Add	\$735.00	\$867.30
Option N) Quarter Frame	Deduct	(\$1,050.00)	(\$1,239.00)
		From Full Frame	From Full Frame

Option O) Frame-Less	Deduct	(\$2,887.50)	(\$3,407.25)
		From Full Frame	From Full Frame
Option P) Air Ride Suspension	Add/Deduct	\$997.50	\$1,177.05
		Quarter Frame, cannot exceed 34'	Quarter Frame, cannot exceed 34'
Option Q) "Hi-Cube" Demolition Type Body	Add		
Option R) Vertical Wall Standard Tub with Standard Tailgate	Add/Deduct		
Option S) Percentage of discount for attachments and/or options not listed, that apply to this item only	%	Remains the same at 5%	
*Trailers are all Radius			



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendors:
3 Vendors Awarded
Please see page 6 for details

Number: **90-805-19-16780**

Amendment No.: **One**

Term: **January 31, 2020 thru January 30, 2022**

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

Procurement Specialist: **Raelynn Lujan**

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

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

Invoice:
New Mexico Department of Transportation (Various Locations)

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

Title: **Trailer, End Dump**

This 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 January 31, 2021 to January 30, 2022 at the same, terms and conditions. Pricing remains the same for vendor AC. Pricing has increased for vendors AA and AB as 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

Valerie Paulk

Date: 1/27/2021

Mark Hayden, New Mexico State Purchasing Agent

× **This Agreement was signed on behalf of the State Purchasing Agent**

JSJ ES

(AA) Bruckner Truck Sales, Inc.	Current Price	New Price
Item 001 - Base Price Per Unit - CTS, Rock Master	\$47,897.00	\$51,547.00
(AB) MCT, Inc.	Current Price	New Price
Item 001 - Base Price Per Unit - CTS, Rockmaster	\$46,611.20	\$48,941.76
Option A	No Charge	
Option B	No Charge	
Option C	No Charge Standard	
Option D (ADD)	\$950.00	\$997.50
Option D (ADD) Per Wheel	\$175.00	\$183.75
Option E (DEDUCT)	-\$250.00	-\$262.50
Option F (ADD)	\$4,500.00	\$4,725.00
Option G (DEDUCT)	-\$750.00	-\$787.50
Option H (ADD)	\$300.00	\$315.00
Option I (ADD)	\$7,500.00	\$7,875.00
Option J (ADD) W/Spring Ride	\$3,750.00	\$3,937.50
Option K (ADD)	\$1,000.00	\$1,050.00
Option L (ADD)	\$4,350.00	\$4,567.50
Option M (ADD)	\$700.00	\$735.00
Option N (DEDUCT) From Full Frame	-\$1,000.00	-\$1,050.00
Option O (DEDUCT) From Full Frame	-\$2,750.00	-\$2,887.50
Option P (ADD) Quarter Frame, cannot exceed 34'	\$950.00	\$997.50

*Trailers are all Radius



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
3 Vendors Awarded- Please see page 6 for details

Telephone No.:

Price Agreement Number: 90-805-19-16780

Payment Terms: Net 30

F.O.B.: As Requested

Delivery: See page 6

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

Procurement Specialist: Raelynn Lujan *RL*

Telephone No.: (505) 827-0484

Email: raelynn.lujan@state.nm.us

Invoice:
New Mexico Department of Transportation
(Various Locations)

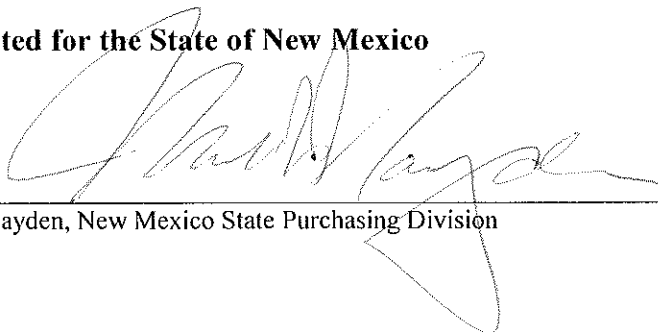
For questions regarding this contract please contact:
India Garcia – (505) 690-7383

Title: **Trailer, End Dump**

Term: **January 31, 2020 thru January 30, 2021**

This Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.

Accepted for the State of New Mexico



Mark Hayden, New Mexico State Purchasing Division

Date: 1/31/2020

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

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
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, 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

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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.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!*

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.

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Article V - Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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General Services Department
Purchasing Division
Price Agreement #: 90-805-19-16780

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Awarded Vendors:

(AA) 0000054961
Bruckner Truck Sales, Inc.
8101 Daytona RD NW
Albuquerque, NM 87121
(505) 839-5900
rlinson@brucknertruck.com

Delivery: 60 Days ARO

(AB) 0000135408
MCT, Inc.
7451 Pan American FRWY, NE
Albuquerque, NM 87109
(505) 345-8651
fmaes@mct-ind.com

Delivery: 10 weeks ARO

(AC) 0000045621
Utility Trailer Interstate
8201 Daytona NW
Albuquerque, NM 87121
(505) 321-9028
jparker@utilitytrailer.net

Delivery: FOB Albuquerque or NM Destination

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General Services Department
Purchasing Division
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Specifications:

The purpose of this Invitation to Bid (ITB) is to solicit bids from qualified bidders to establish a Price Agreement for Trailer, End Dump for the New Mexico Department of Transportation (NMDOT)

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 (s) of three (3) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This price agreement shall not exceed four (4) years.

Successful vendor should be an authorized dealer and be a physically established dealership with parts and service facilities in New Mexico, with Original Equipment Manufacturer (O.E.M.) certified mechanics qualified to repair and service all aspects of engine and powertrain components.

Successful vendor shall provide, at no charge a complete additional set of replacement filters to include engine crank case, hydraulic, fuel, air induction, air dryer, Diesel Exhaust Fuel (DEF), cab air 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 as well as a laminated Greasing Point Chart illustrating all of the Grease Points for the Unit.

Successful vendors must also provide at least three (3) complete sets of keys with each unit. They will include ignition, tanks, toolboxes and other locking mechanisms.

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 the ordering agency's 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.

Delivery:

Deliver FOB to dealer's place of business within the state of New Mexico. In the event that there are no dealers or manufacturing facilities located in New Mexico then delivery will be determined by the ordering agency.

Escalation Clause:

In the event of a product cost increase an escalation request will be reviewed by NMDOT. Please be aware this measure is not intended to allow increases in profit margin, only to compensate for an actual cost increase. Price decrease as well as increases shall apply. If vendor's prices are reduced for any reason, DOT shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. Effective dates for increases will not be any sooner than fifteen (15) days from the date the written request is received by the NMDOT. To facilitate prompt consideration, all requests for price increase must include all information below:

- a.) Price Agreement number
- b.) Price agreement item number affected
- c.) Current item price
- d.) Proposed new price
- e.) Percentage of increase; and
- f.) Mill/supplier notification of price increase indicating percentage of increase.

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Purchasing Division
Price Agreement #: 90-805-19-16780

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Vendor must also supply a Letter from the Manufacture addressed to the vendor. The letter must state that they are increasing the price from the factory to the vendor, as well as the reason for the increase.

Method of Award:

Award will go to the lowest responsible bidder meeting 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.

Bidders submitting alternate models must submit additional items sheet(s), (page 16) for each alternate.

Minimum Requirements:

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. 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.

Inspection of Work:

The ordering bureau within NMDOT 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 NMDOT.

Above noted equipment shall be delivered within one hundred and eighty (180) working days of bidder's receipt of order. If the above noted equipment is to be installed on a separate unit supplied by the user agency, then it shall be delivered within one hundred and eighty (180) working days of bidder's receipt of said unit. 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.

Certificates, Manuals, and Warranties:

When unit(s) are delivered, the bidder shall provide to the ordering agency (*upon request*):

- 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.

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Guarantees and Warranties:

Unit(s) furnished hereunder shall be fully warranted (bumper to bumper) on all parts and labor for a minimum of two (2) years. All power train components shall be fully warranted for at least 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 NMDOT, 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.

Servicing:

Unit(s) ordered under this agreement 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. Training session format(s), length(s), and location(s) will be mutually agreed to between the seller and purchaser.

Payment or Acceptance Not Conclusive:

Vendor must supply agency with a computer generated invoice for payment. No payment made under this agreement 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, or conclusive, should it subsequently develop the bidder has furnished inferior items or had departed from the specifications and/or the terms of the agreement. 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:

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, equal or better.

Options:

All ordered options shall be installed if applicable.

NEW MEXICO DEPARTMENT OF TRANSPORTATION MINIMUM SPECIFICATIONS

Trailer, End Dump

Scope:

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

Length:

Thirty (30) feet.

Capacity:

Minimum Twenty (20) cubic yards capacity.

Frame Construction:

“Full-Frame” Type constructed of fabricated Steel I-Beam.

Body Length:

Thirty (30) feet.

Body Width:

One Hundred Two (102) inches.

Tub Construction:

Elliptical Style Tub of Quarter (1/4) inch thick AR450 Steel.

Nose/Tailgate Construction:

Three Sixteenths (3/16) inch thick AR450 Steel.

Top Rails:

Three and One Half (3 ½) inch by Five and One Half (5 ½) inch by One Quarter (1/4) inch High Strength Steel, Roll Formed.

Longitudinal:

Six (6) inch by Eight (8) inch by One Quarter (1/4) inch High Strength Steel.

Body Braces:

One Quarter (1/4) inch Steel Internally Stiffened.

Draft Arms:

Five (5) inch by Three (3) inch by One Quarter (1/4) inch Tubular Steel.

Hoist Cylinder:

Eight (8) inch diameter cylinder Trunion Mount.

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Tailgate:

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

Tarping System:

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

King Pin:

Two (2) inch Replaceable Type.

Landing Gear:

Manufacture standard Two (2) speed crank type.

Ladders:

Front and Rear with Non-Skid Rungs.

Axles:

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

Drums/Hubs:

Outboard mounted brake drums and hub piloted cast steel hubs.

Suspension:

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

Brakes:

Anti-lock braking system (ABS) on at least one (1) axle. Sixteen and one half inch x seven (7) inch full air, s cam type air brakes on all axles, equipped with non-asbestos shoes. Quick change design that allows removal of drum without removing axle hub assembly. All axles to be equipped with emergency/parking spring brakes. Brake chambers mounted on top of axles. Air reservoirs with easy access drain valves. Automatic slack adjusters. Provide all valves, hoses, piping, and color coded glad hands for a complete system. System to comply with all Federal DOT regulations.

Tires:

11Rx22.5 16 ply radials.

Wheels:

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

Hubometer:

Manufactures standard hub meter.

Lighting/Wiring:

Moisture sealed run turn stop warning L.E.D. lights to NMDOT specifications. All wiring to be protected with wire looms. Seven (7) way electrical receptacle.

Fenders:

Manufacturer's standard steel fenders front/rear.

Mud Flaps:

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

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Paint:

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

Conspicuity Tape:

Install conspicuity tape to DOT specifications.

Identification Tag:

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

License Bracket/Registration Holder:

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

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Awarded Items:

Items:	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)
Item 1 Trailer, End Dump			
Make Offered	CTS	CTS	CPS/MANAC
Model Offered	Rock Master	ROCKMASTER	Half Round with Frame
Base Price per Unit	\$47,897.00	\$46,611.20	\$42,336.00
Bid as Options:			
A) Additional Technical Manual	No Charge	N/C	Add \$50.00
B) Additional Parts Book	No Charge	N/C	Add \$50.00
C) 11R024.5 Tires and Rims	N/B	N/C Standard	N/B
D) 12R-22.5 Tires and Rim	Add \$175.00	Add \$950.00	N/B
	Per tire/rim	\$175.00 per wheel	
E) Manual tarp system	Deduct \$300.00	Deduct \$250.00	Deduct \$100.00
F) Forty (40) foot length	Add \$4,400.00	Add \$4,500.00	Add \$1,000.00
G) Twenty-Two (22) foot length	Deduct \$900.00	Deduct \$750.00	same price
H) L.E.D. Strobe light at rear of trailer	Add \$275.00	Add \$300.00	Add \$389.00
I) Tri-Axles	Add \$7,200.00	Add \$7,500.00	Add \$1,800.00
J) Scale Systems	Add \$3,550.00	Add \$3,750.00	Add \$3,300.00
		W/Spring Ride	
K) Tire Inflation System	Add \$945.00	Add \$1,000.00	Add \$1,895.00
L) In-Cab Slope-Detector/Lift Lock-Out ("Pull Tarp IV" or Equal)		Add \$4,350.00	
M) Additional Tire and Rim	Add \$660.00	Add \$700.00	Add \$502.00
N) Quarter Frame	Deduct \$1,250.00	Deduct \$1,000.00	Add \$4,300.00
		From Full Frame	

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	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)
O) Frame-Less	Deduct \$3,250.00	Deduct \$2,750.00	Add \$1,200.00
		From Full Frame	
P) Air Ride Suspension	Add \$825.00	Add \$950.00	\$2,600.00
		Quarter Frame cannot exceed 34'	
Q) "Hi-Cube" Demolition Type Body	Add \$2,000.00		Add \$14,000.00
	60" sides 33.2 cubic		
R) Vertical Wall Standard Tub with Standard Tailgate			
S) Percentage of discount for attachments and/or options not listed, that apply to this item only	10%	5%	
		Trailers are all Radius	

*** 1 Awarded Item ***