



**ACTION SHEET**  
**ITEM FROM FINANCE COMMITTEE MEETING OF 03/21/16**  
**FOR CITY COUNCIL MEETING OF 03/30/16**

**ISSUE:**

16. Request for Approval of Procurement Under Cooperative Price Agreement – Replacement Sewer Rodder Truck for Wastewater Management Division and Approval of Budget Increase in the Amount of \$108,241; Pete’s Equipment Repair, Inc. (Jerry Tapia)

**FINANCE COMMITTEE ACTION:**

Approved as consent item.

**FUNDING SOURCE:**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR VILLAREAL	X		
COUNCILOR IVES	X		
COUNCILOR LINDELL	X		
COUNCILOR HARRIS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

**ACTION SHEET  
PUBLIC UTILITES COMMITTEE MEETING OF 3/2/16**

**ISSUE NO. 13**

Request for approval to purchase a replacement Sewer Rodder Truck for FA# 26273 for the Wastewater Management Division for \$108,241.00. (Jerry Tapia)

a. Request for approval of a Budget Adjustment Request for the amount of \$108,241.00.

Public Utilities Committee – 3/2/2016  
Finance Committee – 3/21/2016  
City Council – 3/30/2016

**PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to 3/21/2016 Finance Committee.**

**SPECIAL CONDITIONS OR AMENDMENTS:**

<b>STAFF FOLLOW UP:</b>			
<b>VOTE:</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR MAESTAS	X		
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	Excused		
COUNCILOR IVES	X		

# City of Santa Fe, New Mexico

# memo

**DATE:** March 11, 2016

**TO:** Public Utilities Committee/  
Finance Committee/City Council

**Via:** Robert Rodarte, Purchasing Director

**Via:** Nick Schiavo, Public Utilities Department Director and Water Division Director *for Nick Schiavo*

**Via:** Shannon Jones, Wastewater Division Director *Shannon Jones*

**From:** Jerry Tapia, Wastewater Collections Manager

## ITEM AND ISSUE

The Wastewater Management Division Collections Section (WWMD/CS) is requesting approval to purchase a sewer rodder truck using the National Joint Powers Alliance (NJPA) and the New Mexico State Price Agreement with Pete's Equipment Repair INC. in the quoted amount not to exceed \$108,241.00 This purchase has been identified within the city council approved "City of Santa Fe 5-Year Capital Improvement Plan FY 2015/16-2019/20".

## BACKGROUND AND SUMMARY

The WWMD/CS is responsible for the operation and maintenance of the wastewater collections system. The (WWMD/CS) uses different combinations of sewer cleaning methods and root control to remove roots from the collections system and inhibit root regrowth and intrusion. The sewer rodding method has been used previously with positive results in regards to inhibiting the growth of roots within the wastewater collection system.

## DISCUSSION

The WWMD Collections Section is requesting approval to purchase a new sewer rodder truck as a replacement using the National Joint Powers Alliance (NJPA) and the New Mexico State Price Agreement with Pete's Equipment INC. The City of Santa Fe is currently able to purchase using the National Joint Powers Alliance and the New Mexico State Price Agreement. The new rodder truck will be used for sewer line cleaning and maintenance. The new truck will replace an existing 1996 rodder FA #26273. The truck chassis will be purchased from Power Ford at a total amount of \$43,727.00. The sewer rodder unit will be purchased using (the NJPA) and installed by Pete's Equipment Repair Inc. at a total amount of \$64,514.00.

**ACTION RECOMMENDED:**

Approval to purchase a sewer rodder truck unit from existing NJPA national procurement contract and the New Mexico State Price Agreement with Pete's Equipment Repair INC. contract through Business Unit/Line Item 52455.571000 (Vehicles > 1.5 Ton) for \$108,241.00.

**Attachments:**

- Pete's Equipment Inc. Quote
- National Joint Powers Alliance contract
- New Mexico State Price Agreement

**CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST**

Contractor Name: PETES EQUIPMENT

Procurement Title: SEWER RODDER FOR WASTEWATER DIV.

Other Methods: State Price Agreement  Cooperative  Sole Source  Exempt  Other

Department Requesting/Staff Member JERRY TAPIA

**Procurement Requirements:**

*A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.*

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\***

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: _____

Jerry Tapia  
Department Rep Printed Name and Title

[Signature]  
Department Rep Signature attesting that all information included

[Signature]  
Purchasing Officer attesting that all information is reviewed

**REQUIRED DOCUMENTS FOR OTHER METHOD FILE\***

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval of exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all Sole Source submittals

\*

Other: \_\_\_\_\_

**AWARD\***

YES N/A

Fully executed Memo to Committees from the Department with recommendation of award  
  Other: \_\_\_\_\_

**CONTRACT\***

YES N/A

Copy of Executed Contract  
  Copy of all documentation presented to the Committees  
  Finalized Council Committee Minutes  
  Other: \_\_\_\_\_

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

**Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.**

Jerry Tzipia  
Department Rep Printed Name and Title

[Signature]  
Department Rep Signature attesting that all information included

# Pete's Equipment Repair, Inc.



*Cleaning and Protecting Our Communities*

1412 Broadway NE  
Albuquerque, NM 87102  
(505) 242-6969 Phone  
(505) 242-4156 Fax  
www.petesequip.com

February 2, 2016

City Of Santa Fe  
Jerry Tapia  
Collection Section Supervisor

Dear Mr. Tapia:

Thank you for inquiring about our Sewer Equipment Company of America products. I am pleased to provide you with a quote via NJPA COOP Contract for a new 2016 444 truck mounted Sectional Rodder. The price for a new 444 Truck Mounted Rodder is \$64,514.00. This price includes a 3% discount of \$1,902.48 off NJPA list price. The final price includes the following options:

- 280 3/8 x 39" Rods
- LED Strobe Light
- LED Arrow Stick
- Mount Unit on Ford F-550 Chassis
- Cumulative Footage Meter
- CD-ROM Operators Manual
- Freight
- Delivery & Training

The Ford F-550 Chassis Price is not included in this quote. I have attached a quote from Power Ford on a new F-550 Chassis via State of New Mexico Contract. The Chassis price is \$43,727.00. The final price Rodder unit and Ford F-550 4x4 Chassis is \$108,241.00

Please give me a call if you have any questions.

Thank you for this opportunity,

Digitally signed by Pete Marquez,  
Jr.  
DN: cn=Pete Marquez, Jr.,  
o=Pete's Equipment Repair, Inc.,  
ou=Vice-president,  
email=jrmarquez@petesequip.co  
m, c=US  
Date: 2016.02.03 14:59:01 -07'00'

Pete Marquez, Jr.  
Vice-President



1412 Broadway NE, Albuquerque, NM 87102 (505) 242-6969 Phone, (505) 242-4156 Fax



**NJPA AWARDED CONTRACT**  
 Contract # 022014-SCA

1590 Dutch Road | Dixon, IL 61021  
 p 815.835.5566 | f 815.284.5600  
 www.SewerEquipment.com

February 4, 2016

PO #

Product Class:

WO#

Distributor: PETES EQUIPMENT REPAIR INC  
 End User: CITY OF SANTA FE WASTE WATER  
 Address:  
 City, State, Zip: SANTA FE NM  
 Phone: (505) 955-4622  
 Contact: JERRY TAPIA  
 Email:



CUSTOMER NJPA# 87760

444 RODDER Series II Trailer Mounted Sectional Rodder			
<b>Engine &amp; Drive System:</b> Honda 24 hp Gas Engine Lighted NEMA 4 control panel Friction Footage Meter	<b>Trailer:</b> Torsion Axle 6,000 GVWR Electric brakes, 2-5/16 ball hitch Steel toolbox - street side LED D.O.T. approved lighting	<b>Accessories:</b> 25' Lightweight Hose Guide and Bell w/aluminum couplings Single Prong Brace Nose Jack Wheel "Caster" Two (2) Assembly Wrenches One (1) Paper Operator Manual Key Ignition Switch	
<b>Rod Group:</b> Rod Drive Head System Rod Storage Reel Steel Shroud, Clear window for Drive Head			
<b>TRAILER MOUNT, SINGLE AXLE</b>	<b>\$46,024.00</b>	<b>0</b>	<b>\$0.00</b>
<b>SKID MOUNT (UNIT FOR TRUCK MOUNTING)</b>	<b>\$41,554.00</b>	<b>1</b>	<b>\$41,554.00</b>

FOR ALL NON STANDARD OPTIONS PLEASE CONTACT FACTORY FOR PRICING

STANDARD OPTIONS:	LIST PRICE	QTY	TOTAL
AUTO REFLEX DRIVE	\$9,148.00		\$0.00

**ROD OPTIONS:**

5/16" x 39" SUPER PREMIUM SECTIONAL ROD (PRICE PER ROD, MAX OF 385 RODS, CONSULT FACTORY FOR REQUESTS OVER THESE MAXIMUM LIMITS)	\$11.63		\$0.00
3/8" x 39" SUPER PREMIUM SECTIONAL ROD (PRICE PER ROD, MAX. OF 280 RODS, CONSULT FACTORY FOR REQUESTS OVER THESE MAXIMUM LIMITS)	\$16.00	280	\$4,480.00

**ENGINE GROUP OPTIONS**

VOLTAGE METER	\$203.00		\$0.00
HOURLY METER	\$308.00		\$0.00
UPGRADE TO 25 H.P. DIESEL ENGINE	\$4,900.00		\$0.00

**ILLUMINATION GROUP OPTIONS:**

COMPARTMENT LIGHTING	\$311.00		\$0.00
LED FLOOD LIGHT (FACTORY STANDARD)	\$410.00		\$0.00
LED ROTATING BEACON (FACTORY STANDARD)	\$495.00		\$0.00
LED STROBE LIGHT (FACTORY STANDARD)	\$478.00	1	\$478.00
LED ARROW STICK (FACTORY STANDARD)	\$972.00	1	\$972.00
LED ARROW BOARD (FACTORY STANDARD)	\$1,156.00		\$0.00
HANDHELD WIRELESS 12v/110v RECHARGEABLE LED SPOTLIGHT WITH STORAGE BRACKET	\$305.00		\$0.00

**TRAILER GROUP OPTIONS:**

HYDRAULIC BRAKES	\$1,246.00		\$0.00
SPARE TIRE AND RIM	\$439.00		\$0.00
HYDRAULIC LEVELING LEGS (TWO)	\$3,360.00		\$0.00
FRAME MOUNTED TOOL BOX	\$340.00		\$0.00

FREIGHT AND/OR APPLICABLE TAX NOT INCLUDED

2016

**TRUCK GROUP OPTIONS:**

MOUNT UNIT ON CAB/CHASSIS: INCLUDES HEAVY DUTY CROSS MEMBERS, FULL DECKING, FULL SKIRTING, HANDRAILS, THREE (3) TOOLBOXES AND OPERATOR'S STEP, BUMPER, MUDFLAPS AND PTO DRIVE FROM AN AUTOMATIC TRANS. CAB/CHASSIS	\$12,665.00	1	\$12,665.00
REAR BACK UP CAMERA SYSTEM W/ 7" COLOR MONITOR MOUNTED IN CAB	\$1,009.00		\$0.00
HITCH - REESE STYLE (10,000 LBS MAXIMUM LOAD) WITH CAB MOUNTED BRAKE CONTROLLER & 7 PIN RECEPTACLE	\$693.00		\$0.00

**MISC. GROUP OPTIONS:**

CUMULATIVE FOOTAGE METER.	\$402.00	1	\$402.00
UPGRADE TO 10 DOG DRIVE HEAD (IN LIEU OF STANDARD 5 DOG HEAD)	\$520.00		\$0.00
SINGLE LEVER HYDRAULIC CONTROL	\$580.00		\$0.00
INDEPENDENT RELIEF VALVES AND GAUGES FOR FORWARD/REVERSE	\$1,006.00		\$0.00
SIX (6) 18" D.O.T. SAFETY CONES AND HOLDER	\$342.00		\$0.00

**PAINT (TOOLBOX, SHROUD):**

STANDARD WHITE PAINT	INCLUDED		
ALL OTHER COLORS (EXCEPT METALLIC PAINT)	\$625.00		\$0.00
CONTACT FACTORY FOR LIST PRICE OF PAINTING OTHER COMPONENTS ON UNIT			

**MANUALS & TRAINING:**

ADDITIONAL PAPER OPERATOR'S MANUAL	\$73.00		\$0.00
CD-ROM OPERATOR'S MANUAL	\$52.00	1	\$52.00
TRAINING - CUSTOMER LOCATION AND PDI	\$2,813.00	1	\$2,813.00
TRAINING - CUSTOMER LOCATION (ADDITIONAL DAY)	\$1,135.00		\$0.00
TRAINING - SEWER EQUIPMENT UNIVERSITY (DIXON, IL) (1 DAY) **INCLUDES HOTEL & MEALS**	\$540.00		\$0.00

**RODDING TOOLS & SAWS OPTIONS:**

TOOLS - SEE PARTS CATALOG - SECTION "RODDING TOOLS"	PARTS		
SAWS & AUGERS - SEE PARTS CATALOG - SECTION "SAWS AND CUTTERS"	PARTS		

LIST PRICE OF SELECTED OPTIONS:	\$	63,416.00
LESS 3% NJPA DISCOUNT:	\$	(1,902.48)
<b>NET PRICE OF UNIT:</b>	<b>\$</b>	<b>61,513.52</b>
ESTIMATED FREIGHT:	\$	3,000.00
<b>ESTIMATED TOTAL:</b>	<b>\$</b>	<b>64,513.52</b>



City of Santa Fe  
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT -

2 Name of Contractor Pete's Equipment Repair Inc.

3 Complete information requested PlusGRT

Original Contract Amount: \$64,514.00

Inclusive of GRT

Termination Date \_\_\_\_\_

Approved by Council Date: Pending

or by City Manager Date: \_\_\_\_\_

Contract is for: 1

Amendment# \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount\$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

Amendment is for: \_\_\_\_\_

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments)  PlusGRT

Inclusive of GRT

Amount\$ \$64,514.00 of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount\$ \_\_\_\_\_ amendment# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount\$ \_\_\_\_\_ amendment# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount\$ \_\_\_\_\_ amendment# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 64,514.00



City of Santa Fe  
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# \_\_\_\_\_ Date: \_\_\_\_\_  
 RFQ r \_\_\_\_\_ Date: \_\_\_\_\_  
 Sole Source \_\_\_\_\_ Date: \_\_\_\_\_  
 Other National Joint Powers Alliance \_\_\_\_\_

6 Procurement History: 1 Year National Joint Powers Alliance  
 example: (First year of 4 year contract)

\_\_\_\_\_  
 Purchasing Officer Review

Comments or Exceptions: \_\_\_\_\_

7 Funding Source: 5450 \_\_\_\_\_ BU/Line Item: 52455.571000

\_\_\_\_\_  
 Budget Officer Approval:

Comments or Exceptions: \_\_\_\_\_

8 Any out-of-the ordinary or unusual issues or concerns:

\_\_\_\_\_  
 (Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Jerry Tapia

Phone# 505-955-4622

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature  
 Forward to Finance Director for review/signature  
 Return to originating Department for Committee(s) review or forward to City Manager for review  
 and approval (depending on dollar level).

To be recorded by City Clerk:

Contract# 022014

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

Comments:



POWER FORD

1101 MONTANO ROAD NE • ALBUQUERQUE, NM 87107 • 505-766-6600

February 4, 2016

To: Jerry Tapia  
Wastewater Superintendent  
City of Santa Fe

Re: Agreement 50-000-14-00034

**Quote**

<u>Item 20</u>	F5G	\$33,937.00
Item K	84" cab to axle	\$895.00
Item L	4 wheel drive	\$5,600.00
Item AU	PTO capability for automatic or manual transmission	\$425.00
Item BP	19,500 GVWR	\$1,895.00
	Drop ship	<u>\$975.00</u>
	Total	\$43,727.00

Thank you,

Gary Timmons  
Fleet Manager  
Power Ford





**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT r-

2 Name of Contractor Power Ford

3 Complete information requested PlusGRT

Inclusive of GRT

Original Contract Amount: \_\_\_\_\_

Termination Date \_\_\_\_\_

Approved by Council Date: Pending

or by City Manager Date: \_\_\_\_\_

Contract Is for: Waste water Management Collections System Maintenance

Amendment# \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount\$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Amendment is for:** \_\_\_\_\_

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments)  PlusGRT

Inclusive of GRT

Amount\$ \$43,727.00 of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: Waste water Collections system maintenance

Amount\$ \_\_\_\_\_ amendment# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount\$ \_\_\_\_\_ amendment# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount\$ \_\_\_\_\_ amendment# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ \$43,727.00



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# \_\_\_\_\_ Date: \_\_\_\_\_  
 RFQ r \_\_\_\_\_ Date: \_\_\_\_\_  
 Sole Source \_\_\_\_\_ Date: \_\_\_\_\_  
 Other New Mexico State Price Agreement \_\_\_\_\_

6 Procurement History: 1 Year State Price Agreement  
 example: (First year of 4 year contract)

\_\_\_\_\_  
 Purchasing Officer Review

Comments or Exceptions: \_\_\_\_\_

7 Funding Source: 5450 BU/Line Item: 52455.57100

\_\_\_\_\_  
 Budget Officer Approval:

Comments or Exceptions: \_\_\_\_\_

8 Any out-of-the ordinary or unusual issues or concerns:

\_\_\_\_\_  
 (Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Jerry Tapia

Phone# 505-955-4622

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature  
 Forward to Finance Director for review/signature  
 Return to originating Department for Committee(s) review or forward to City Manager for review  
 and approval (depending on dollar level).

To be recorded by City Clerk:

Contract# 50-000-14-00034

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

Comments:

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 50-000-14-00034

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**Terms and Conditions**  
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
  - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 50-000-14-00034

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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.insurenwemexico.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 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](http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx)

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**Statewide Price Agreement**

**Article I – Statement of Work**

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law 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 as 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 the New Mexico State Purchasing Agent, his/her designee 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.

**Article II – Term**

The term of this Price Agreement, for issuance of orders, shall be as indicated in the 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 following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the 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 or his/her designee 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 in the bid and price agreement specifications.

**Article VII – Indemnity Clause**

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

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Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

**Article VIII – Issuance of Orders**

Only written signed orders are valid under this Price Agreement.

**Article IX – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article X – Price Schedule**

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

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(AF)0000053576

Inland Kenworth US, Inc  
7711 Fortuna Rd NW  
Albuquerque, NM 87121  
505-884-0300  
mschreiber@inland-group.com

Payment Terms: Net 30  
FOB: Destination  
Delivery: Inland Kenworth, Albuquerque, NM

(AG)0000046837

MCT Industries, Inc  
7451 Pan American Frwy NE  
Albuquerque, NM 87109  
505-345-8651  
hmartinez@mct-ind.com

Payment Terms: Net 30  
FOB: Destination  
Delivery: 45 Days

(AH)0000047770

Melloy Dodge  
9621 Coors NW  
Albuquerque, NM 87114  
505-922-2559  
mroach@melloydodge.com

Payment Terms: Net 30  
FOB: Destination  
Delivery: 90-120 days ARO

(AI)0000049313

Reliable Chevrolet  
9901 Coors Rd NW  
Albuquerque, NM 87114  
505-338-5870  
rwitt@vtaig.com

Payment Terms: Net 10  
FOB: Destination  
Delivery: Approx 60 -120 days,  
5% Preference

(AJ) 0000046112

Rich Ford Sales  
8601 Lomas BLVD NE  
Albuquerque, NM 87112  
505-275-4529/800-917-6176  
dluschr@aol.com

Payment Terms: Net 10 days  
FOB: Destination  
Delivery: 75-90 days ARO Subject or  
MFG scheduling, 5% Preference

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(AK) 0000043931

Rush Truck Centers of NM  
6521 Hanover Road NW  
Albuquerque, NM 87121  
505-839-3613  
walkerk@rushenterprises.com

Payment Terms: Net 30 days  
FOB: Destination  
Delivery: 80 days ARO, 5% Preference

(AL) 0000083388

Roberts Truck Center of NM LLC  
dba Summit Truck Group  
1623 Aspen Ave NW  
Albuquerque, NM 87104  
505-243-7883  
brian.foster@summittruckgroup.com

Payment Terms: Net 30 days  
FOB: Destination  
Delivery: 90-120 days ARO, 5% Preference

(AM) 0000049004

Trucks Unique Inc  
4914 Pan American Fwy NE  
Albuquerque, NM 87109  
505-884-5749  
phil@trucksunique.com

Payment Terms: Net 30 days  
FOB: Destination  
Delivery: As requested

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Establish a Statewide Price Agreement for Automobile Vehicles: trucks and utilities.

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.

Agencies must list a contact person, telephone no. and correct title information for each or all vehicle(s) in the "bill to" section on the purchase document. There will be an additional charge for lien requirements.

**Definition: "build out date" – when manufacturer stops accepting orders.**

Vendors to indicate build out date: \*(attach separate sheet, if needed for each model) \_\_\_\_\_\*

Build out date may be factor on award. The following conditions shall apply to all items:

- A. Bidder must be a factory authorized in state dealer, and have parts and service facilities within the state of New Mexico
- B. Units shall be new & current production year models
- C. All specifications are minimum
- D. Units shall meet all federal and state legal requirements
- E. All vehicles must be assembled in North America
- F. Units shall include all standard items as listed in manufacturer's literature
- G. Units furnished shall be completely assembled, serviced, and ready for operation as required by the manufacturer and the user agency.
- H. Units shall carry the manufacturer's standard warranty as offered to the general public. Warranty shall apply from the date the unit is accepted and approved by the user agency as meeting all specifications
- I. Units are to be transported to the dealer's place of business, rather than driven
- J. All ordered option(s) should be installed
- K. Award shall be based on total base cost, F.O.B. Santa Fe, New Mexico
- L. All subcontractors must show proof of current product liability insurance
- M. Requested Delivery: Within approx., sixty to ninety (60-90) work days, depending on vehicle manufacturer production schedules
- N. All vehicles shall include all OEM equipment as supplied by the manufacturer, unless otherwise specified in Price Agreement
- O. Prior to delivery of vehicle(s) to user agency, all fuel tanks and reservoirs must be filled to full capacity
- P. Awarded vendor shall acknowledge receipt of purchase order to ordering agency within two working days after receipt of order. Verbal acknowledgements of orders are not valid. **User agency shall verify receipt of purchase order by vendor along with proof of insurance and Federal Tax ID Number at the time of order**
- Q. The New Mexico Purchasing Division reserves the right to add or delete options and/or negotiate the price of options if it is to the best interest of the State of New Mexico
- R. Ornamentation – advertising; No dealer advertisement shall be displayed on the interior or the exterior of vehicle(s)
- S. Dealer order sheets must be provided with bid, for each item bid, that lists all specifications and options requested (less price)

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- T. Bidders must supply all information verifying the minimum requirements if not listed on the order sheet. (Horsepower, torque, etc.)

**Notice to selling dealer(s):**

**Vehicles delivered with dealer advertisement stickers and/or plates will be returned for removal at dealer's expense.** It should be noted that extension of this Price Agreement to certain non-profit organizations under contract with the State or funded in part by the State may be allowed, provided, however, that such organization can furnish the proper tax exemption certificate. In addition, all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law are authorized to purchase from this Price Agreement, pursuant to Section 13-1-129 (NMSA 1978)

Awarded vendors are required to submit a quarterly sales activity report for each item (unit) sold on this Price Agreement. The report shall include the procuring agency name, brief description of units sold and the total amount subtotaled by processing agency name.

**Notice to ordering agency (ies):**

**Sufficient ordering time must be given to vendors to fulfill each order. Vendors will not be held responsible to fill orders placed less than ninety (90) days prior to end of each fiscal year.**

Prompt payment to awarded vendor is very important. Buying agency(ies) must make every effort to expedite payment within ten (10) days or sooner from receipt of vehicle as according to Section 13-1-158 (B) NMSA 1978.

The awarded vendor has the right to withhold vehicle transition documents (M.S.O.) until payment is received.

In addition: Section 13-1-158 (NMSA 1978) authorizes the seller to assess late payment charges on past due accounts not to exceed one and one-half percent (1 ½) per month of the unpaid balance. Paragraph C of this section also states that if a payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

**Supplemental terms and conditions**

**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 are not intended to be restrictive but to set forth an acceptable level of quality, design and size.

**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. Vendors 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 vendor, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the vendor. (Example: truck chassis with dump body installed)

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**Inspection of work:**

Representatives of the State Purchasing Agent's Office or the ordering agencies, shall have access, at any reasonable time, to the vendor's and manufacturer's facilities for the purposes of inspection trips shall be borne by the State and/or ordering agency.

**Late delivery:**

It is expressly understood and agreed that, because of the public interest, and because of the monetary losses, which may be sustained by the State, because 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.

In the event of the failure of the vendor to deliver in accordance with the bidder's guaranteed delivery date, the bidder shall be liable to the user agency and/or the State for liquidated damages in the following amounts for each day the unit(s) are delivered late: \$ 0 per day. Documented strikes, national emergencies, or acts of God are the only justifiable reasons for delay in delivery.

**Late pickup:**

**The ordering agency may be subject to late pickup fees if ordered units are not picked up within ten (10) working days upon notification from vendor.**

At the option of the State Purchasing Agent, the user agency may invoke the default provision of this contract contained in the general conditions and instructions to vendors 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) is/are delivered, the vendor shall provide to the ordering agency (if applicable):

- A) Documents of title (to be released at time of payment)
- B) Certificate of origin (to be released at time of payment)
- C) Warranty and guarantee certificates
- D) Certifications specified in the contract
- E) Manuals specified in the contract

**Guarantees and warranty:**

Unit(s) furnished hereunder shall be fully warranted on parts and labor for a minimum period of one (1) year, or as may otherwise be required under this specification.

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

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retrofit at no cost to the ordering agency, any improvements developed to problems of repeated or early failure in meeting acceptable performance standards for a period of one (1) date of delivery.

**Servicing:**

Unit(s) ordered under this contract shall be completely serviced and ready for operation upon delivery.

**Service:**

The successful vendor shall arrange to provide a service facility employing a factory trained service representatives to service the equipment and all components described herein. Warranty service shall be provided to the user agency on a priority basis. Upon notification to the vendor or delivery of unit to his facility, the unit(s) will be repaired or serviced within five (5) working days, unless beyond the control of the vendor, parts ordered will take longer. This period may be extended at the user's option only for major repairs such as engine or transmission overhauls. Failure to complete repairs within the stipulated time, or receipt of the user/owner concurrence for extending this time, may result in contract default and remedies as described in the general conditions and instructions to vendors. Vendors must provide certified proof of service capabilities for alternative fuel vehicles.

**Responsibility of bidders:**

It shall be the responsibility of the vendor to secure written quotations on price and delivery from manufacturer's 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 vendor. The vendor 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 vendor.

**Payment or acceptance not conclusive:**

Vendor must supply agency with a computer-generated invoice for payment. 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 vendor 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 vendor has 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 vendor.

**Order of preference:**

In the event of conflict between the general conditions and instructions to vendors 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.

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**Method of award:**

The State reserves the right to award to multiple vendors per item, which ever, in his/her judgment, best serves the interest of the State of New Mexico.

All ordered options should be installed.



Item	Approx. Qty.	Unit	Article and Description	Vendor (AA) Bob Turner	Vendor (AH) Melloy Dodge	Vendor (AL) Roberts Truck
20	60	Each	Truck, 17,500 GVWR, cab & chassis, dual rear wheels, capable of being certified Base Cost: Per Unit, FOB, Dealer's Place of Business Net Cost: Per Unit, FOB, Santa Fe, NM Model: _____  Make: _____ Engine: _____	\$33,937.00 \$33,937.00 F5G Ford 6.7 V-8 Diesel	\$37,575.00 \$37,575.00 Ram 5500 DP0L63 Dodge Ram V-8 Gas	\$53,299.00 \$53,399.00 TerraStar International International V8 Diesel

**Minimum Specifications:**

- Air bags: Dual
- Air conditioner: Factory installed
- Axle: Factory standard
- Body: Cab & Chassis
- Brakes: Power, anti-lock
- Cab to axle: 60"
- Color: Factory standard to be determined by ordering agency
- Engine: 6.7 liter turbo diesel
- Floor vinyl covering
- Fuel tanks: Maximum fuel capacity available
- Glass: Factory standard tint all around
- Gross vehicle weight rating: 17,500 pounds
- Horsepower: 300 Torque: 650
- Keys: 3 ignition keys
- Mirrors: Extendable, trailer tow
- Radio: MFG standard
- Seats: Cloth bench
- Skid plates: Factory
- Tires: Factory standard highway tread all-season radials with full size spare
- Transmission: Heavy-duty, automatic
- Wheel base: 137"
- Windshield wipers: Intermittent with washer

**Item 20 Options:**

		Vendor (AA) Bob Turner	Vendor (AH) Melloy Dodge	Vendor (AL) Roberts Truck
A.	60" CA: Platform body with 1/8 inch tread plate and recessed lights	\$3,600.00	\$3,100.00	\$3,250.00
B.	60" CA: Platform body with 1/8 inch tread plate underbody hoist and recessed lights	\$8,925.00	\$6,200.00	\$6,350.00
C.	60" CA: Stake sides for platform body	\$2,495.00	\$1,500.00	\$1,472.00
D.	60" CA: Bed cover, telescoping lockable utility UB	\$2,100.00	\$2,300.00	\$2,500.00
E.	60" CA: Utility body, Low profile	\$7,400.00	\$6,900.00	\$5,924.00
F.	84" CA: Bed cover, telescoping lockable utility UB	\$2,795.00	\$2,800.00	\$2,500.00
G.	84" CA: Platform body with 1/8" tread plate & recessed lights	\$4,100.00	\$3,300.00	\$3,695.00
H.	84" CA: Platform body with 1/8" tread plate, underbody hoist & recessed lights	\$9,200.00	\$6,900.00	\$7,250.00
I.	84" CA: Stake sides for platform body	\$2,695.00	\$1,600.00	\$1,587.00
J.	84" CA: Utility body, Low profile	\$8,700.00	\$7,800.00	\$7,500.00
K.	84" Cab to axle	\$895.00	\$1,750.00	\$100.00

Item 20 Options:

		Vendor (AA) Bob Turner	Vendor (AH) Malloy Dodge	Vendor (AT) Roberts Truck
L.	4 wheel drive (all-season tires) (no skid plates)	{add}	\$5,600.00	\$600 (deduct) 2 wheel drive \$7,911.00
M.	Air conditioner	{deduct}	N/A	N/A \$459.00
N.	Axle ratios, optional	{add}	\$595.00	\$250.00 N/C
O.	Backup camera	{add}	N/A	\$900.00 \$575.00
P.	Bed liner: Spray-on (black only)	{add}	\$525.00	\$850.00 \$625.00
Q.	Bluetooth/Hands free	{add}	\$695.00	\$900.00 \$581.00
R.	Carpet with floor mats	{add}	\$6,100.00	\$375.00 N/A
S.	CD player	{add}	\$395.00	\$395.00 \$169.00
T.	Color other than factory standard production: (5 unit minimum)	{add}	\$1,200.00	\$460; 120 days N/C
U.	Cab to axle: 102" regular cab only	{add}	\$1,100.00	\$1,950.00 \$200.00
V.	Cab to axle: 120" regular cab only	{add}	N/A	\$2,250.00 \$379.00
W.	Cab: Crew	{add}	\$6,400.00	\$2,800.00 \$6,329.00
X.	Cab: Extended	{add}	\$5,400.00	N/A \$2,116.00
Y.	Crane: 4,000 lbs. capacity electric/hydraulic with dual, pull-out manual crank down outriggers, power rotation, power boom elevation, power extension from 8' to 12'	{add}	\$17,900.00	\$16,400.00 \$16,350.00
Z.	Cruise control	{add}	\$425.00	N/A STD
AA.	Engine: Other Diesel \$_____	{add/deduct}	\$4,000.00	\$9600-(add) diesel N/A
AB.	Fuel: B-20 (Biodiesel)	{add}	Inc	\$600.00 N/C
AC.	Fuel: Bi-fuel CNG	{add}	\$9,600.00	N/A N/A
AD.	Fuel: Bi-fuel prep	{add}	\$495.00	N/A N/A
AE.	Fuel: Bi-fuel Propane	{add}	\$12,500.00	N/A N/A
AF.	Fuel: Bi-fuel, CNG	{add}	\$9,600.00	N/A N/A
AG.	Gooseneck hitch: 2-5/16 inch ball rated at 30,000 lbs., "D" ring and 7-way electrical plug with brake controller for platform body	{add}	\$1,695.00	\$850.00 \$795.00
AH.	Headache rack for utility body	{add}	\$975.00	\$600.00 \$525.00
AI.	Headboard for platform bodies	{add}	\$975.00	\$468.00 \$525.00
AJ.	Keys: Additional	{add}	\$150.00	\$350.00 \$10.00
AK.	Light bar: Roof width with 10 LED's: Code 3 or Federal Signal	{add}	\$1,950.00	\$1,750.00 \$1,850.00
AL.	Light bar: Roof width with 16 LED's: Code 3 or Federal Signal	{add}	\$2,100.00	\$1,950.00 \$1,850.00
AM.	Limited slip differential or functional equivalent	{add}	\$595.00	\$675.00 \$1,124.00
AN.	Locking rear differential	{add}	\$595.00	N/A \$1,124.00
AO.	Mileage charge: one (1) way delivery of unit to area(s) other than Santa Fe, NM	{add}	\$2.50	\$2.50 \$1.50
AP.	Mirrors: power	{add}	N/A	N/A \$289.00
AQ.	Mirrors: tow, trailer, power	{add}	N/A	\$395.00 N/A
AR.	Overhead material rack, 1000 lb.	{add}	\$1,495.00	\$1,200.00 \$1,375.00
AS.	Paint: Red or metallic for utility body	{add}	\$1,600.00	\$1,600.00 \$875.00
AT.	Power door locks/power windows	{add}	\$1,295.00	N/A \$367.00
AU.	PTO capability for automatic or manual transmission	{add}	\$425.00	\$950.00 STD
AV.	Remote keyless entry	{add}	\$1,295.00	\$350.00 \$285.00
AW.	Running boards	{add}	\$695.00	\$1,750.00 N/A
AX.	Seat: Front bucket	{add}	\$795.00	N/A \$634.00
AY.	Seats: Cloth bucket no center console	{add}	\$795.00	\$375.00 \$923.00
AZ.	Skid plates: Factory installed	{add}	N/A	\$375.00 N/A
BA.	Snow Plow 8 1/2' (snow plow prep package required)	{add}	\$8,300.00	\$7,800.00 \$7,295.00
BB.	Snow plow prep package	{add}	\$295.00	\$900.00 \$400.00
BC.	Spotlight: 6-inch (each)	{add}	\$495.00	\$500.00 \$299.00

Item 20 Options:

		Vendor (AA) Bob Turner	Vendor (AH) Melloy Dodge	Vendor (AL) Roberts Truck
BD.	Tire mount: Full size spare, in-bed with #3 master pad lock (agency will specify install location)	(add) \$395.00	\$540.00	\$180.00
BE.	Toolbox: 18" x 18" x 24" locking, installed under platform body	(add) \$650.00	\$700.00	\$423.00
BF.	Trailer brake controller	(add) \$395.00	\$450.00	\$254.00
BG.	Trailer towing package and Class 4 receiver hitch, less ball mount	(add) \$795.00	\$870.00	\$433.00
BK.	Vinyl seats	(deduct) \$100.00	N/A	\$0.00
BL.	Warranty: Factory, 5 years – 100,000 miles for motor and drive train, zero deductible	(add) \$3,100.00	Free	\$700.00
BM.	Warranty: Factory, 5 years – 75,000 miles, bumper to bumper, zero deductible	(add) \$3,200.00	\$3,760.00	\$1,580.00
BM.	Wheel locks (installed by customer)	(add) \$295.00	\$89.00	N/A
BN.	Winch: 12,000 lb. capacity worm gear driven electric, 5/16" cable, hook and guide for 4 x 4 only	(add) \$3,395.00	\$2,125.00	\$4,200.00
BO.	Window tint: Darker than MFG standard	(add) \$395.00	\$250.00	N/A
BP.	19,500 GVWR	(add) No Bid	\$1,100.00	STD
BQ.	3 Pt T-handles for utility body	(add) \$995.00	No Bid	No Bid
BR.	9 ft engineered salt spreader	(add) \$8,100.00	No Bid	No Bid
BS.	Crane: 4,000 lbs. capacity electric/hydraulic	(add) \$21,000.00	No Bid	No Bid
BT.	Chrome package	(add) No Bid	\$960.00	No Bid
BU.	Tow: Max	(add) No Bid	\$940.00	No Bid
BV.	Alternator: Dual	(add) No Bid	\$940.00	No Bid
BW.	Brake: exhaust	(add) No Bid	No Bid	\$925.00
BX.	Battery shut off switch	(add) No Bid	No Bid	\$192.00
BY.	Alternator: 320 amp	(add) No Bid	No Bid	\$1,258.00
BZ.	Body builder 6-switch pack	(add) No Bid	No Bid	\$675.00
CA.	Bug screen	(add) No Bid	No Bid	\$231.00
CB.	Steering: tilt wheel	(add) No Bid	No Bid	\$225.00
CC.	Steering: Stabilizer bar	(add) No Bid	No Bid	\$598.00
CD.	Suspension: Air ride	(add) No Bid	No Bid	\$1,837.00
CE.	Chrome Bumper	(add) No Bid	No Bid	\$527.00
Cf.	Chrome grille and headlight bezels	(add) No Bid	No Bid	\$748.00
CG.	Interior: Premium package	(add) No Bid	No Bid	\$404.00
CH.	Mirrors: Bright finish, powered and heated	(add) No Bid	No Bid	\$564.00
CI.	wheels: Aluminum Front	(add) No Bid	No Bid	\$606.00
CJ.	Wheels: Aluminum rear outer	(add) No Bid	No Bid	\$731.00
CK.	Winch: 8,000 lb worm gear	(add) No Bid	No Bid	\$1,380.00
CL.	Pto transmission mount	(add) No Bid	No Bid	\$2,609.00
CM.	Toolbox: 18x18x36	(add) No Bid	No Bid	\$484.00
CN.	Toolbox: 18x18x48	(add) No Bid	No Bid	\$564.00
CO.	Crane: 3,200 lbs with outriggers	(add) No Bid	No Bid	\$13,546.00
CP.	Snowplow: 9'	(add) No Bid	No Bid	\$7,137.00
CQ.	Utility body: Bar locking system	(add) No Bid	No Bid	\$489.00
CR.	Compartments: Flip top	(add) No Bid	No Bid	\$1,210.00
CS.	T-Handle latches	(add) No Bid	No Bid	\$660.00
CT.	Platform body: 14' x 96"	(add) No Bid	No Bid	\$3,850.00
CU.	Stake sides for 14' platform body	(add) No Bid	No Bid	\$1,880.00
CV.	Platform body: 16' x 96"	(add) No Bid	No Bid	\$4,440.00
CW.	Stakesides for 16' Platform body	(add) No Bid	No Bid	\$2,116.00
CX.	Platform body: 18' x 96"	(add) No Bid	No Bid	\$4,800.00
CY.	Stakesides for 18' Platform body	(add) No Bid	No Bid	\$2,380.00

**Item 20 Options:**

		Vendor (AA) Bob Turner	Vendor (AH) Melloy Dodge	Vendor (AL) Roberts Truck
CZ.	Platform body 20' x 96"	(add) No Bid	No Bid	\$5,200.00
DA.	Stakesides for 20' platform body	(add) No Bid	No Bid	\$2,645.00
DB.	Salt spreader: 2 yard gas powered mild steel	(add) No Bid	No Bid	\$6,285.00
DC.	Salt spreader 4.5 yard gas powered stainless steel	(add) No Bid	No Bid	\$13,564.00
DD.	Crane body w/4,000 crane 60" CA	(add) No Bid	No Bid	\$23,895.00
DE.	Crane body w/4,000 crane 84" CA	(add) No Bid	No Bid	\$25,292.00
DF.	Dump body 2/3 yard, 60" CA	(add) No Bid	No Bid	\$9,100.00
DG.	Dump body 3/4 yard, 60" CA	(add) No Bid	No Bid	\$9,370.00
DH.	Dump body 3/4 yard 84" CA	(add) No Bid	No Bid	\$10,020.00

**Item 20 Options:**

**Utility Body Specifications:**

Low profile utility body, cab and chassis truck. Body to be approximately one hundred eight inches (108") long and ninety-six inches (96") wide with twenty inches (20") deep side compartments and forty-eight inches (48") wide cargo area. Body compartments to be approximately thirty-six inches (36") high. Three (3) compartments on each side of body with standard adjustable shelves and dividers. Electrically welded all steel body constructed of sixteen (16) gauge galvanized steel with eighteen (18) gauge shelves and dividers. Double panel doors built of twenty-two (22) gauge steel. Locking handles keyed alike. Twelve (12) gauge steel diamond tread floor with three (3) steel length longitudinal members welded to four (4) eleven (11) gauge cross members. Eight inch (8") high tailgate with chains. Body to be equipped with full width rear step bumper with hitch recess. Seven (7) way electrical plug. Flush mount stop-tail-backup turns lights recessed in rear of body. DOT approved body lights and reflectors. Body installed complete on truck with sixty (60) cab to axle dimensions. Body painted to match truck cab. Five (5) year warranty on rust and cracks. Tail, brakes & marker light to be LED.