



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
0000048977
(AB) Pete's Equipment Repair, Inc.
1412 Broadway NE
Albuquerque, NM 87102

Email: jrmarquez@petesequip.com
Telephone No: (505) 242-6969

Price Agreement Number: 80-805-18-16682

Price Agreement Amendment No.: Two

Term: March 30, 2018 – March 29, 2021

Ship To:
New Mexico Department of Transportation
1120 Cerrillos Rd
Santa Fe, NM 87504

Invoice:
Same as "Ship To"

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

Procurement Specialist: Amber Sanchez *AMS*

Telephone No.: (505) 827-0554

Email: Amber.Sanchez2@state.nm.us

Title: Cleaner, Jet Rodder/ Catch Basin

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 30, 2020 to March 29, 2021 at the same price, terms and conditions.

This amendment is issued to reflect the following effective immediately:
Pete's Equipment Repair, Inc. Price Increase to reflect the following:

(AB) Pete's Equipment Repair, Inc.	Current Price	Percent of Increase	Increase Amount	New Price
Base Price	\$354,903.90	6%	\$21,294.23	\$376,198.13
Option B	\$21,147.00	6%	\$1,268.82	\$22,415.82
Option C	\$13,555.28	6%	\$813.32	\$14,368.60
Option D	\$13,555.28	6%	\$813.32	\$14,368.60

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

Mark Hayden
Mark Hayden, New Mexico State Purchasing Agent

Date: 2/26/20



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
0000048977
Pete's Equipment Repair, Inc.
1412 Broadway NE
Albuquerque, NM 87102

Email: jmarquez@petesequip.com
Telephone No: (505) 242-6969

Price Agreement Number: 80-805-18-16682

Price Agreement Amendment No.: One

Term: March 30, 2018 – March 29, 2020

Ship To:
New Mexico Department of Transportation
1120 Cerrillos Rd
Santa Fe, NM 87504

Procurement Specialist: Amber Sanchez

Telephone No.: (505) 827-0554

Email: Amber.Sanchez2@state.nm.us

Invoice:
Same as "Ship To"

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

Title: Cleaner, Jet Rodder/ Catch Basin

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

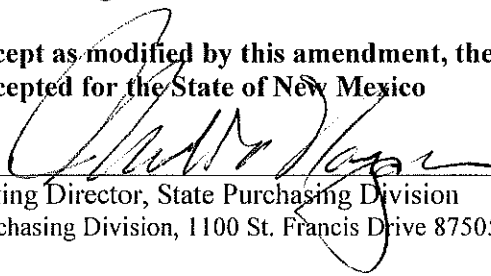
In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 30, 2019 to March 29, 2020 at the same price, terms and conditions.

This amendment is issued to reflect the following effective immediately:
Pete's Equipment Repair, Inc. Price Increase to reflect the following:

(AB) Pete's Equipment Repair, Inc.	Current Price	Percent of Increase	Increase Amount	New Price
Base Price	\$334,815.00	6%	\$20,088.90	\$354,903.90
Option B	\$19,950.00	6%	\$1,197.00	\$21,147.00
Option C	\$12,788.00	6%	\$767.28	\$13,555.28
Option D	\$12,788.00	6%	\$767.28	\$13,555.28

Name change of truck model from 2115- Plus to 2100i PD.

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


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

Date: 4/3/19



**State of New Mexico
General Services Department**

Price Agreement

Awarded Vendor

2 Vendors

Telephone No. ()

Price Agreement Number: 80-805-18-16682

Payment Terms: Net 30

F.O.B.: Destination

Delivery: 180 Days after receipt as requested

Ship To:

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

Procurement Specialist: Susan L. Phillips

Telephone No.: (505) 827-0488

Invoice:

Same as "Ship To"

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

Title: Cleaner, Jet Rodder/Catch Basin

Term: March 30, 2018 to March 29, 2019

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 03/28/2018

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Purchasing Division
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Terms and Conditions

(Unless otherwise specified)

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

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fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-199 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.

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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.insurenwnewmexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:
http://www.genservices.state.nm.us/statepurchasing/Pay_Equity.aspx

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Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II –Term

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III –Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

Article V - Termination

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

Article VI – Amendment

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

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

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

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General Services Department
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Price Agreement #: 80-805-18-16682

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Department Price Agreement

Article I – Statement of Work

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Article II –Term

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III –Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

Article V - Termination

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

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Article IX – Price Schedule

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 80-805-18-16682

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Specifications:

The following applies to all items described in this specification:

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.

Provide current literature of applicable model with bid.

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

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

Successful vendor shall provide a complete, additional set of replacement filters to include engine crank-case, hydraulic, fuel, air induction, air dryer, DEF, 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.

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

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

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

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

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Escalation Clause:

In the event of a product cost increase and escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well shall apply. If the vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases and/or decreases will not be retroactive to orders already in-house or back-ordered. Orders will be filled at the price in effect of the date of the receipt of the order by the vendor.

All requests for price increases must include the following information in the Extension Letter from the vendor:

- 1) Contract Item Number
- 2) Current Item Price
- 3) Proposed New Price and/or Percentage of Increase

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

Method of Award:

To the lowest responsible bidder meeting or exceeding specifications, terms and conditions. The state reserves the right to award to multiple vendors per item, whichever, in his/her judgment, best serves the interest of the state of New Mexico. This price agreement will be for use by New Mexico Department of Transportation (NMDOT) and is applicable as authorized by statute (as described in 13-1-135- NMSA 1978).

Intent of Specifications:

The specifications are intended to describe equipment for use by the ordering agency, which will operate efficiently and safely. The design specifications incorporated herein are intended to describe such unit, and to set forth minimal performance parameters required by the State of New Mexico. Any references herein to a particular make or model number are intended not to be restrictive but to set forth an acceptable level of quality and design. The State reserves the right to accept minor variances in product design and/or operation offered by bidders if such acceptance is determined to be in the best interest of the State.

Qualified Bidders:

Bids may be accepted from manufacturers and/or factory authorized dealers who are able and willing to provide responsive service to the ordering agency during the warranty period and the extended warranty period if required. Bidders must be in a position to offer the lowest cost/highest effectiveness, completely assembled units meeting or exceeding the minimum specifications contained herein.

When additional equipment (components) are required to complete a bid package which is not normally supplied by the bidder, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the bidder.

Inspection of Work:

Representatives of the State Purchasing Division or the ordering agencies shall have access, at any reasonable time, to the bidder's and manufacturer's facilities for the purposes of inspection during periods of manufacture or assembly of the items to be ordered hereunder. The costs associated with such inspection trips shall be borne by the State and/or ordering agency.

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Late Delivery:

It is expressly understood and agreed that, as a result of the public interest, and because of the monetary losses which may be sustained by the State, as a result of failure to deliver the equipment described in the contract on time, that time is of the essence in the performance of this contract. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated.

The following delivery terms and conditions apply to Miscellaneous Equipment described in specifications.

Above noted equipment shall be delivered within 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.

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

Motor Vehicle Regulations:

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

Certificates, Manuals, and Warranties:

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

- a) Documents of Title, (Due upon payment to vendor)
- b) Certificates of Origin, (Due upon payment to vendor)
- c) Warranty and Guarantee Certificates,
- d) Certifications specified in the contract,
- e) Manuals specified in the contract.

Guarantees and Warranties:

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

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Price Agreement #: 80-805-18-16682

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No deductible shall apply during the warranty period.

It is understood that unit(s) offered in response to this request for bids will be of new design. In the event that unforeseen operational problems occur because of new design, the manufacturer shall warrant that it will retrofit at no cost to the ordering agency, any improvements developed to correct problems of repeated or early failure in meeting acceptable performance standards for a period of one (1) year from date of delivery.

Hydraulic components furnished hereunder shall be fully warranted on parts and labor for a minimum of two (2) years, or as may otherwise be required under this specification.

Hydraulic Components to Be Covered:

Hydraulic Pumps, Valves, Cylinders, Reservoirs and Controls.

Servicing:

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

Warranty Repairs:

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

Parts Availability:

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

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

Training:

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

Responsibility of Bidders:

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

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

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- b) Other data on actual performance of equipment, which in the opinion of the bidder will assist the State in selecting the most effective cost efficient unit offered by the bidder.

Payment or Acceptance Not Conclusive:

No payment made under this contract shall be conclusive evidence of the performance of the contract, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the bidder from corrections of the defects. The final acceptance shall not be binding upon the ordering agency or the State, nor conclusive, should it subsequently develop the bidder had furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the ordering agency shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the bidder.

Order of Preference:

In the event of conflict between the General Conditions and Instructions to Bidders and the Supplemental Terms and Conditions, the Supplemental Terms and Conditions shall prevail.

Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.

Options:

All ordered options shall be installed if applicable.

Minimum Requirements:

ITEM 1:

Jet Rodder / Catch Basin Cleaner

Scope:

This specification describes a combination Jet Rodder / Catch Basin Cleaner to be installed on a fifty eight thousand (58,000) lbs. GVWR Cab & Chassis supplied by the ordering agency.

Debris Body

Capacity:

Fifteen (15) cubic yards volumetric capacity or three thousand (3,000) gallons.

Construction:

The debris storage body shall be constructed from three-sixteenths inch thick corrosion and abrasion resistant steel with fifty thousand (50,000) PSI yield point and seventy thousand (70,000) PSI tensile strength or approved equal.

Frame:

The debris body shall be mounted on an independent frame, separate from the chassis frame with a three (3) point mounting system that will allow flexing in off road operation. Or prior approved equal.

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Dump Assembly:

Manufactures standard forty-five (45) degree dump angle utilizing a front mounted, double acting, chrome plated hydraulic dump cylinder. Unit shall be supplied with a splash guard to direct material away from unit when dumping. Dump controls and accessory controls shall be provided at a central curbside location, directly behind the cab of the truck. Or prior approved equal.

Rear Door:

The body shall have a full size rear door that is hinged at the top and is equipped with a replaceable neoprene type seal to prevent leakage. Four (4) individual rod and receiver block type sequential door locking system, cam operated by a single hydraulic cylinder with a separate hydraulic cylinder to actuate the door grabber at the bottom of the rear door. Door prop and curbside controls. The rear door shall be equipped with a body drain hose, which allows operator to drain off excess liquids while retaining solids. Or prior approved equal.

Level Indicator:

Load level indicator to indicate when the body is loaded to capacity. The system shall utilize the debris body manual load level indicator to actuate an electric micro-switch with an alarm when the body reaches full capacity. Manual on/off switch shall be located at the control station to by-pass the alarm for transport. Or prior approved equal.

Flush Out:

Debris tank flush out nozzle with eight (8) tungsten curbside tipped nozzles mounted at the front interior of debris body, sized to utilize the units' water pump system at full capacity to scour the debris body. Or prior approved equal.

Vacuum:

Manufactures standard vacuum system.

Pipe Racks:

Pipe storage racks mounted on each side of the debris body or approved equal. Maximum storage available.

Fenders/Skirts:

Manufacturer's standard with rubber mud flaps.

Bumper:

Manufacturer's standard steel rear bumper.

Water System

Tanks:

Water tanks shall have a certified-metered capacity of at least one thousand five hundred (1,500) gallons. Maximum capacity shall be adequately vented and connected to provide complete filling. Six (6) inch and four (4) inch connections between tanks shall be provided. Water level sight gauge. Or approved equal. Ten (10) year warranty against corrosion or cracking.

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Mounting:

The cells shall be mounted to allow the cells to be easily removed from the unit if required. The water cells shall be strategically placed on the unit to provide the best possible weight distribution and the lowest center of gravity throughout the chassis.

Anti-Siphon:

The water tank shall be equipped with an anti-siphon fill device and at least twenty-five (25) feet of hydrant fill hose and storage.

Continuous Fill System:

Shall include valve that opens when the water level lowers in the water tanks. This system permits the tanks to refill automatically while cleaning the pipeline. An eighty (80) mesh stainless steel strainer to filter the water before it enters the water tank. An eighty (80) mesh stainless steel strainer to filter the water before it enters the water pump. Or prior approved equal.

Purging System:

Shall allow purging of water lines and water pump for cold weather storage. This system shall utilize the chassis air compressor to fill an auxiliary air tank. The air purge comes complete with plumbing, valves and air pressure gauge. Pressure protection valves shall isolate the holding tank and the chassis compressor. The air purge system shall also purge the residual water from the entire water system. Or prior approved equal.

Vacuum System

Performance:

Unit shall vacuum and jet rod to depths of at least seventy-five (75) feet without the use of special attachments. Compressor shall be able to vacuum wet or dry material without damaging vacuum system.

Engine:

Tier IV compliant or the most current available from manufacturer, diesel, electronic fuel injection, factory installed turbocharger with at least one hundred seventy five (175) SAE net engine horsepower at rated RPM. Cold weather starting aid. Complete noise attenuation engine side panels and shroud (lockable). Fuel filter and fuel/water separator. Dry type air cleaner with inner safety element. Air restriction indicator. Engine block heater. High engine temperature low oil pressure automatic safety shut down system. Supported on steel back rubber isolating mounts and mounted on a sub-frame to the debris body sub-frame. The noise attenuation engine shroud shall operate on roller tracks allowing the shroud to easily be pulled away from the engine providing complete engine access. Or prior approved equal.

Cooling System:

Liquid cooled. Maximum cooling available. Long-life or extended life coolant. Anti-freeze protection to at least minus thirty (30) degrees Fahrenheit. Locking lid or cap.

Exhaust system:

Manufacturer's standard exhaust and muffler system with rain cap.

Fuel System:

Maximum fuel capacity available. Locking lid or cap.

Electrical System:

Manufacturer's standard starting and charging system.

Instrumentation:

The control panel shall consist of at least the following: tachometer, hour meter, water temperature gauge, oil pressure gauge and voltmeter.

Boom:

Manufacturer's standard heavy-duty, square metal tube-type, telescoping design that extends and retracts eight (8) feet. Electric/hydraulic controlled boom up/down, swing left/right and in/out extension with chrome plated hydraulic cylinders and remote push button control station. The boom shall rotate at least one hundred eighty (180) degrees allowing at least fifteen (15) of reach off centerline. The boom shall also include a telescoping cylinder suction tube that extends and retracts with the boom without affecting the steel elbow or lower debris hose vertical position. An eight (8) foot extension shall provide another four hundred seventy (470) square feet of additional coverage. Allowing a total of twenty three (23) feet of reach off the centerline. The boom pendant control shall also have a safety emergency shutdown button, which automatically eliminates power to the boom. Cab protection device with boom cradle, independent of cab, to protect cab from boom. Or prior approved equal.

Vacuum System Pick-Up Hose:

Shall extend to the front or rear the chassis. All connections between debris body and vacuum system shall be self-adjusting pressure fitting type. The system shall remain stationary while the debris body is raised and maintain a positive seal in the lowered position. All hose and tubes shall be eight (8) inches in diameter. The upper debris tube shall consist of an anchored steel tube for severe service. Or prior approved equal.

Extensions:

Pipe extensions shall be included to allow operator to clean to depths of at least twenty (20) feet. This shall include a six (6) foot catch basin nozzle with a steel reinforced tip. Pipes shall include sufficient adjustable over-center quick clamps to join the aluminum flanged suction pipes together. Or prior approved equal.

High Pressure Water System

Rodder Pump:

Manufacturers standard continuous duty, positive displacement, high-pressure water pump shall be a double acting, single piston pump coupled directly to the hydraulic pump. High-pressure water pump shall be rated to at least one hundred (100) gallons per minute and two thousand five hundred (2,500) pounds per square inch. The water pump shall cycle approximately every three (3) seconds. This pump cycle shall provide an automatic "jack hammer" type effect in the hose to assist the nozzle in breaking through obstructions. The high-pressure water pump design shall be capable of operating at normal operating pressure without water for at least twenty (20) minutes without damage. The water pump shall operate independent of vacuum system. The rodder pump shall be capable of maximum water pressure and flow while achieving maximum vacuum capability. Or prior approved equal.

Drain Valves:

Two (2) one half (1/2) inch high-pressure ball type valves mounted on the bottom of the rodder pump for draining the pump while cycling the pump at a slow speed to flush out any sediment at the bottom of the pump. Or prior approved equal.

Accumulator:

ASME coded and safety stamped two and one half gallons (2-1/2) gallons capacity hydro-pneumatic, nitrogen charged bladder type accumulator. Shall have a pre-set operating range between one thousand four hundred (1,400) to two thousand five hundred (2,500) PSI to give continuous smooth pressure at the nozzle. The accumulator system shall have a one (1) inch ball type valve shut off to allow water pump to operate either with "jackhammer" type action or smooth water flow. The water pump location shall provide a flooded suction inlet to eliminate potential cavitation damage. Or prior approved equal.

Controls:

Water pump shall have the capability to be engaged and disengaged at the front or rear control panel by on/off electric switch.

Circulation:

The auxiliary engine shall supply power to the high pressure water pump for water circulation through the water pump back to the water tanks. The system should function as cold weather protection while in motion or at stationary mode. Or prior approved equal.

Hydraulic System

Reservoir:

Maximum capacity with sight/temperature gauge.

Hydraulic Pump:

Vane type hydraulic pump. The hydraulic pump/rodder pump combination shall operate with an oil to water ratio of one (1) to one (1). The rated design capacity of the hydraulic pump and water pump shall be sized to allow the water system to operate at a minimum of eighty (80) GPM at two thousand five hundred (2,500) PSI continuous duty operation. Or prior approved equal.

Power Take Off:

Manufacturer's standard, power take off shall engage the hydraulic pump but not the water pump to eliminate unnecessary high-pressure ball valve by-pass and rodder pump wear. Or prior approved equal.

Hydraulic Oil Cooler:

Oil to water heat exchanger for all hydraulic fluids on the unit.

Front / Rear Hose Reel

Hose Reel Frame:

Shall be mounted on a heavy-duty independent frame to truck chassis frame rails. The reel shall telescope at least fifteen (15) inches outward on a straight line along the centerline axis of the truck. The reel shall rotate at least two hundred seventy degrees (270) degrees in either direction to allow for an unobstructed line, which the rodder hose can reach the work site. Or prior approved equal.

Front Bumper:

Manufacturer's standard steel channel front bumper,

Hose Reel:

Manufactures standard reel to store at least six hundred (600) feet of one (1) inch inside diameter rodder hose. The reel shall be equipped with two (2) mechanical counters on each side of the hose reel flanges to measure the pay out and hose rewinding in one (1) foot increments. Hose reel shall have a rotating swivel joint that is adjustable and have replaceable seals on the inlet line to provide free rotation of hose reel. Or prior approved equal.

Drive:

Manufacturer's standard. The motor shall control the reel speed and forward or reverse rotation.

Wind Guide:

Manufacturer's standard to provide hands free operation to unwind and rewind the rodder hose onto the hose reel. Mounted on the telescopic rotating hose reel, which is driven from the reel shaft utilizing a lead and follower mechanism that follows the hose as it unwinds and rewinds across the reel. Air operated preloaded roller assembly to maintain hose placement on the reel. The winding mechanism shall have a free spooling feature for quick adjustments to compensate for hose length changes or repair. Or prior approved equal.

Hose Guide:

Flexible hose guide shall be provided with restraining rope for protection of rodder hose and to assist in locating nozzles in sewer lines.

Controls:

Dual controls on each side to include truck engine throttle, high pressure water pump on/off, hose reel forward/reverse valve, adjustable hose reel speed control, water pressures gauge, boom control plug in, hose reel tilt control, auxiliary engine on/off and throttle control and vacuum relief on/off or approved equal.

Hose:

At least six hundred (600) feet of one (1) inch diameter high performance rubber hose with an operating pressure of at least three thousand (3,000) psi and a burst pressure of at least seven thousand five hundred (7,500) psi. The hose shall have a smooth interior bore created by the heat annealing and mandrel manufacturing process, which is wrapped with high tensile, braided cording, additional layered and molecularly bonded outer rubber coating that is abrasion and cut resistant. The hose shall have a four (4) inch bend radius and a high kink resistance. Or prior approved equal.

Swage Kit:

Swage machine, dies and pushers to repair hoses

Handgun Manhole Cleaning System

Water Pump:

Positive displacement, double acting, single piston high pressure water pump producing at least twenty (20) GPM at six hundred (600) PSI or approved equal.

Hose Reel:

Fifty (50) foot by one half (1/2) inch capacity manually operated hose reel

Hose:

Fifty foot x one half-inch high- pressure hose mounted on hose reel.

Hand Gun:

Rated for at least two thousand (2,000) PSI. The handgun shall come equipped with quick connect/disconnect coupler and include a mid-ship connection that will allow the operator to deliver water to work area and to the inside of the debris body for cleanout. Variable spray pattern with at least thirty five (35) feet of one half (1/2) inch wire reinforced hose. Or prior approved equal.

Street Flushing System

Water Pump:

Manufacturer's standard pump producing at least six hundred fifty (650) GPM through a four (4) inch suction and three (3) inch discharge. Or prior approved equal.

Valves:

Diaphragm type discharge valves balanced and mounted for shockproof operation or approved equal.

Nozzles:

Four (4) each, two (2) piece fan type discharge brass nozzles producing at least eighty (80) PSI at six hundred fifty (650) gallons per minute. Two (2) nozzles mounted at the front of the unit and two (2) nozzles between the truck cab and vacuum body. Or prior approved equal.

Cab Controls:

Control switches in the cab within easy reach of the driver. All four (4) nozzles are separately switched to allow for simultaneous or independent operation of the nozzles or approved equal.

Fill Hose:

At least twenty five (25) feet by two and one half (2 1/2) inch fill hose with hydrant coupling and a hydrant wrench.

Nozzles

Sand Nozzle:

Fifteen (15) degree sand nozzle with tungsten carbide orifices, or prior approved equal.

Sanitary Nozzle:

Thirty (30) degree sanitary nozzle with tungsten carbide orifices, or prior approved equal.

Six (6) Inch Nozzle:

One (1) six (6) inch diameter, sixty five (65) pound nozzle with eight (8) replaceable water jet orifices positioned at the bottom half of the nozzle, for maximum cleaning efficiency. Nozzle shall have tungsten carbide inserts with stainless steel bodies and are easily replaceable when required. The nozzle weight forces the nozzle to travel on the bottom of the culvert. The lower position of the water jets maximizes efficiency in cleaning of large diameter culverts and sewer lines. The weighted nozzle has a protruding snout on the front end allowing it to travel over congregated debris. A graspable swivel joint with a high-pressure leader hose keeps the nozzle traveling in a straight line. Or prior approved equal.

Eight (8) Inch Nozzle:

One (1) eight (8) inch diameter, seventy five (75) pound nozzle with eight (8) replaceable water jet orifices positioned at the bottom half of the nozzle, for maximum cleaning efficiency. Nozzles shall have tungsten carbide inserts with stainless steel bodies and are easily replaceable when required. The nozzle weight forces the nozzle to travel on the bottom of the culvert. The lower position of the water jets maximizes efficiency in cleaning of large diameter culverts and sewer lines. The weighted nozzle has a protruding snout on the forward side allowing it to travel over congregated debris. A graspable swivel joint with a high-pressure leader hose keeps the nozzle traveling in a straight line. Or prior approved equal.

Storage

Tool Box:

Ninety six (96) inch by thirty (30) inch by sixteen (16) inch full width tool box located between the cab and module.

Nozzle Storage:

Nozzles are to be secured in the toolbox or prior approved equal.

Safety and Lighting

Lighting:

FMVSS / DOT lighting, run-stop-turn-back up lights and reflectors. All wiring shall be wire loom protected. All lights will be "LED" type if available.

Spot Light:

One piece molded black neoprene pistol grip type hand held spotlight. To be at least one hundred thousand (100,000) candlepower, with at least a twenty five (25) foot coiled cord with a twelve (12) volt plug in connector.

Work Lights:

Two (2) adjustable shock mounted work lights mounted on the seventy (70) degree elbow and wired with a retractable extension cord reel to allow extension of the boom. On/off toggle switch at operator control panel.

Fire Extinguisher:

Ten (10) pound "ABC" type fire extinguisher with heavy-duty metal bracket.

Decals:

Safety warning labels as required by OSHA where applicable.

Backup Alarm:

Single sound level, at least one hundred twelve (112) decibels "Preco" type or approved equal.

LED Mini Light Bar:

Two (2) LED type amber light bars or approved equal. One (1) shall be mounted at front of unit and one (1) at the rear of the hopper.

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Directional Flashing Arrow:

Shock mounted, permanently sealed, with amber lens mounted at rear of unit.

Paint:

Prime and paint at factory with factory standard white to match truck chassis. Color must be determined by the Paint Code specific to, and provided by, the manufacturer of the Cab and Chassis being used for the installation. Or prior approved equal.

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Awarded Vendors:

(AA) 0000046837

MCT, Inc.

7451 Pan American Freeway NE

Albuquerque, NM 87019

505-345-8651

fmaes@mct-ind.com

(AB) 0000048977

Pete's Equipment Repair, Inc.

1412 Broadway, NE

Albuquerque, NM 87102

505-242-6969

jmarquez@petesequip.com

ITEMS:

Vendor	(AA)	(AB)
ITEM 1:		
Make Offered	Aquatech	Vactor
Model Offered	B15	2115 - Plus
Base Price per Unit	\$235,000.00	\$334,815.00
Bid as Options:		
A) Additional Water Cells - Add	N/A	Max water capacity is offered
B) Street Flusher Delete - Deduct	N/A	\$19,950.00
C) Five cubic yard capacity debris body - Deduct	\$32,000.00	\$12,788.00
D) Ten cubic yard capacity debris body - Deduct	\$10,000.00	\$12,788.00
ITEM 2:		
Percentage of discount for attachments/options not listed		
Discount	10%	0%

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