

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director RLK
Date: August 14, 2013
Subject: Request for Approval to Purchase Two Vehicles from Two Vendors Under New Mexico Statewide Price Agreements 40-000-13-00012 and 40-000-13-00013 in the Amount of \$50,393.00.

BACKGROUND AND SUMMARY:

As part the FY-15 annual operating budget, the Board approved the replacement of one vehicle for the Buckman Road Recycling and Transfer Station (BuRRT). In addition the Agency is requesting to purchase a second vehicle for BuRRT. The Agency currently has one vehicle (Unit 1406) that supports the BuRRT operations. The vehicle, however, is used more by the temporary workers for litter cleanups and patrols at BuRRT and the Caja del Rio Landfill. The following table itemizes the two vehicles to be replaced and its current condition.

Unit No.	Year	Make & Model	Mileage	Condition	Original Purchase	Utilization	Replacement
1342	2000	Ford Explorer	176,740	Poor	Used (FY-09)	Transportation for BuRRT staff for travel and education & outreach activities.	2015 Ford Explorer
1406	2002	Ford F350	98,851	Fair	New (FY-02)	Transportation for BuRRT staff and equipment on-site.	2015 Ford F-350

The following table details the new vehicles being requested.

Description	2015 Ford Escape	2014 F-350 Ford (1-ton)
NM Statewide Price Agreement	40-000-13-00012	40-000-13-00013
Item Number	22	15
Vendor	Rich Ford Sales Albuquerque, NM	Bob Turner dba Power Ford Albuquerque, NM
Base Price	\$21,040.00	\$25,004.00
5 year / 100,000 mile \$0 deductible warranty	\$1,410.00	\$2,095
Total Base Price	\$22,450.00	\$27,099.00
Trailer Tow Package (Option E)	-	\$349.00
Spray On Bed Liner (Option FF)	-	\$495.00
Total Purchase Price	\$22,450.00	\$27,943.00

Vehicle accessories and equipment from Clark Truck Equipment Company, Inc. for the F-350 Ford truck will be requested in a separate memo.

Delivery time of the vehicles is 60-90 work days. Additional time is expected for the installation of vehicle accessories and equipment on the F-350 Ford truck.

Funding is available in the Operating Fund.

ACTION REQUESTED:

The Agency is requesting the Board approve the purchase of two (2) new vehicles from New Mexico Statewide Price Agreements 40-000-13-00012 and 40-000-13-00013 from Rich Ford Sales, Inc. and Bob Turner dba Power Ford, both of Albuquerque, NM, in the total amount of \$50,393.00.

The Agency also requests approval of a budget increase to 52501.570950 (Capital Outlay - Vehicles <1.5 Ton) from 5500.100700 (Operating Fund Cash) in the amount of \$50,393.00 and for audit purpose the transfer to and from 5502.100700 (Equipment Reserve Fund).

Attachments: 1) Budget Adjustment Request
2) Rich Ford Sales, Inc., Albuquerque, NM
3) Bob Turner dba Power Ford, Albuquerque, NM

ATTACHMENT

Budget Adjustment Request

ATTACHMENT

Rich Ford Sales, Inc., Albuquerque, NM

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME SANTA FE SOLID WASTE MANAGEMENT AGENCY				DATE		
ITEM DESCRIPTION	BU / LINE ITEM	<--(Finance Dept Use Only)-->		INCREASE	DECREASE	
		SUBLEDGER / SUBSIDIARY	DR / (CR)			
Operating Fund	52501.700150	5502	DR	50,393.00		
Equipment Replacement Fund	51502.600150	5500	(CR)	(50,393.00)		
Equipment Replacement Fund	52502.700150	5500	DR	50,393.00		
Operating Fund	51500.600150	5502	(CR)	(50,393.00)		
C/O Vehicles GRT than 1.5	52501.570950		DR	50,393.00		
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				TOTAL	50,393.00	-

BAR to move cash from 5500.100700 (Operating Fund) to 5502.100700(Equipments Reserve Fund) and Reverse

(Audit Trail) to purchase two vehicles for BURRT-Approved at JPB MTG-August 21, 14

Angelica G. Salazar	Date	CITY COUNCIL APPROVAL		Budget Officer	Date
		City Council	Approval Required <input type="checkbox"/>		
		City Council Approval Date	<input type="text"/>	Finance Director	Date
Randall Kippenbrock, P.E. Exec Director	Date	Agenda Item #:	<input type="text"/>	City Manager	Date

STATE OF NEW MEXICO CONTRACT ORDER
QUOTE REQUEST

Date Received: 7-18-14
Ordering Agency: Santa Fe Solid Waste
ATTN: Phil Lucero
Vehicle Type: 2015 Escape AWD

Basic Equipment:

Per State of New Mexico Contract # 40-000-13-00012

Ford Motor Co. Fleet ID # QB026

Will be able to order the 2015 model in a couple of weeks

Base Price \$ 21040

Added Equipment:

N) 5yr 100,000 mile Powertrain Warranty + 1410

Per Unit \$ 22450

CONTRACT VENDOR--

RICHARDSON FORD SALES INC.

Damian H. Lusch
Attn: Damian H. Lusch, Sr.

Physical Address:
8601 Lomas Blvd. NE
Albuquerque, NM 87112

Mailing Address:
P.O. Box 3487
Albuquerque, nm 87190

CONTACT PERSON--

DAMIAN H. LUSCH, SR.
505-275-4529- Direct
505-275-4563- Fax
800-917-6176 TOLL FREE



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment


Awarded Vendor 4 Vendors Telephone No. _____

Price Agreement Number: 40-000-13-00012

Price Agreement Amendment No.: Three

Term: November 19, 2013 thru November 18, 2014

Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.
Invoice: <p style="text-align: center;">As Requested</p>

Procurement Specialist: Eric Sanchez 

Telephone No.: (505) 827-0554

Title: Automotive Vehicle Cars & Vans


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

This amendment is issued to reflect the following effective immediately. Cancel award to vendor:

**(AD) Rich Ford Sales Inc. and re-award to vendor (AA) Bob Turner dba: Power Ford
Base Cost and Net Cost per unit, FOB at \$ 20,783.00, 2014 Ford Escape.**

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

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 1/16/2014

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

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State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
0000049896
Bob Turner Ford dba Power Ford
1101 Montano NE
Albuquerque, NM 87107

Telephone No. 505-766-6600

Price Agreement Number: 40-000-13-00012

Price Agreement Amendment No.: Two

Term: November 19, 2013-November 18, 2014

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Eric Sanchez 

Telephone No.: (505) 827-0554

Invoice:

As Requested

Title: Automotive Vehicle Cars & Vans

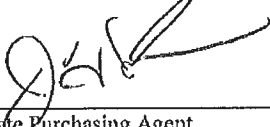
This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Item number 9 that was awarded on amendment number one to Vendor AA Bob Turner Ford dba Power Ford shall be priced at \$15,153.00. See attached sheet for additional pricing.

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

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 1/6/14



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor
0000049896
Bob Turner Ford dba Power Ford
1101 Montano NE
Albuquerque, NM 87107


Telephone No. 505-766-6600

Price Agreement Number: 40-000-13-00012

Price Agreement Amendment No.: One

Term: November 19, 2013-November 18, 2014

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Eric Sanchez 

Telephone No.: (505) 827-0554

Invoice:
As Requested

Title: Automotive Vehicle Cars & Vans

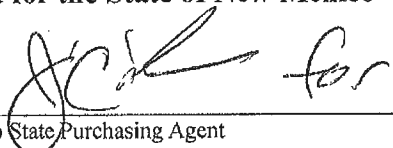
This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Award item number 9 to vendor AA Bob Turner Ford dba Power Ford instead of vendor AD Rich Ford. Vendor AA has a lower price.

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

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 12/2/13



State of New Mexico General Services Department

Statewide Price Agreement

Awarded Vendor
4 Vendors – See Page 7

Telephone No. _____

Price Agreement Number: 40-000-13-00012

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See Page 7

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: Eric Sanchez *ES*

Telephone No.: (505) 827-0554

Invoice:
As Requested

Title: **Automotive Vehicle Cars & Vans**

Term: **November 19, 2013 thru November 18, 2014**

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

[Handwritten Signature]

New Mexico State Purchasing Agent

Date: 11/14/13

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

2013

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-000-13-00012

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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, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of

State of New Mexico
General Services Department
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Price Agreement #: 40-000-13-00012

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

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

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

14. The Procurement Code: Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written proposal to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://insurenewmexico.state.nm.us/>.

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

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

New Mexico Pay Equity Initiative

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

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

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

The PE10-249 and PE250 worksheet is available at the following website:
<http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx>

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

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

Article VI – Amendment

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

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-000-13-00012

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Awarded Vendors:

(AA) 0000049896

Bob Turner Ford dba Power Ford
1101 Montano NE
Albuquerque, NM 87107
(505) 766-6600

Delivery: As Requested

(AB) 0000047770

Melloy Dodge
9621 Coors NW
Albuquerque, NM 87114
(505) 922-2559

Delivery: As Needed

(AC) 0000049313

Reliable Chevrolet
9901 Coors Blvd. NW
Albuquerque, NM 87114
(505) 338-5870

Delivery: 60 - 90 Days

(AD) 0000046112

Rich Ford Sales Inc.
8601 Lomas Blvd. NE
Albuquerque, NM 87112
(505) 275-4529

Delivery: 60 - 90 Days ARO (Subject to Scheduling)

State of New Mexico
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Establish a Statewide Price Agreement for automotive vehicle cars and vans.

The term of this 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 agreement shall not exceed four (4) years.

Agencies must list a contact person, telephone no. and correct title information for the vehicle 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 of out date may be a factor in 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 options shall 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) working days ARO depending on vehicle. Subject to manufacturer production schedules
- N. All vehicles shall include all OEM equipment as supplied by the manufacturer, unless otherwise specified in Price Agreement specifications
- 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 (2) working days after receipt of order. Verbal 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 State 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 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)

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)

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 40-000-13-00012

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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 are not responsible for filling orders placed for less than ninety (90) days prior to end of each fiscal year.

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

The awarded vendor has the right to withhold vehicle transaction documents (M.S.O.) until payment has 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 the payment shall be deemed 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 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. (Example: truck chassis with dump body installed.)

Inspection of Work:

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

Late Delivery:

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

In the event of the failure of the bidder 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: \$ none per day. Documented strikes, national emergencies, or acts of God are the only justifiable reasons for delay in delivery.

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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 Price Agreement 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 the unit(s) is delivered, the bidder shall deliver to the ordering agency (if applicable):

- A) Documents of title (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 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) year from date of delivery.

Servicing:

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

Service:

The successful bidder shall arrange to provide a service facility employing 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 bidder 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 prescribed in the general conditions and instructions to bidders. Vendors must provide certified proof of service capabilities for alternative fuel vehicle.

Responsibility of Bidders:

It shall be the responsibility of the bidder to secure written quotations on price and delivery from manufacturers among the general specifications set forth herein. Only those manufacturers, who can meet delivery dates, such as to permit delivery of completely assembled unit 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:

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- (A) Maintenance and reliability experience of units in service for at least one (1) year
- (B) Additional date in the opinion of the bidder on the actual performance of equipment will assist the State in selecting the most effective cost efficient unit offered by the bidder

Payment or acceptance Not Conclusive:

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

Order of Preference:

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

Method of Awards

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 shall be installed

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
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022 46 Each Utility Vehicle, Compact, Four (4) Door, All-Wheel Drive

	(AC)	(AD)
Base Cost, per unit, FOB, dealer's place of business	\$22,162.00	\$21,040.00
Net Cost, per unit, FOB, Santa Fe, New Mexico	\$22,162.00	\$21,040.00
Model:		Escape
Make:		Ford
Engine:		SE 4WD
MPG City:		
MPG Hwy:		

Minimum Specifications:

- Horsepower: 173 Torque: 172
- Transmission: Heavy-duty, automatic
- Air bag: Dual
- Air conditioning: Factory installed front/rear (if applicable)
- Axle: Factory Standard
- Brakes: Power, four wheel anti-lock
- Color: Factory standard, to be determined by ordering agency
- Doors: Power locks
- Floor mats: Front only
- Fuel tanks: Maximum fuel capacity available
- Glass: Factory standard tint all around
- Gross vehicle weight rating: Four thousand three hundred (4,300) pounds
- Keys: Three (3) sets
- Mirrors: Power outside right/left below eye level, inside-non glare day/night
- Windows: Power
- Radio: AM/FM with CD, factory installed
- Seats: Front, dual reclining cloth. Rear, cloth for two (2) passengers
- Steering: Power, tilt wheel/cruise control
- Tires: Factory standard tire, spare tire/wheel included (spare tire shall not be located in cargo area)
- Top: Full cover, solid construction
- Wheel base: One hundred three (103) inches
- Windshield wipers: Two-speed intermittent with washer

Options:

- A) Two wheel drive in lieu of four wheel drive (all season tire)
- B) Cargo bulkhead screen behind driver
- C) Cargo bulkhead screen second seat
- D) Color other than factory standard production (five (5) unit minimum)
- E) Cruise control and tilt wheel
- F) Six-inch spotlight
- G) Roof width amber led light bar: Code three (3) or federal signal

- H) Vinyl Seats
- I) Six thousand (6,000) lb. capacity planetary gear driven electric winch, ¼" cable, hook and guide for 4 x 4 only

	(AC)	(AD)
(deduct)	\$950.00	\$395.00
add	N/A	\$950.00
add	N/A	\$850.00
add	N/A	--
(deduct)	Std	--
add	N/A	--
add	\$1,350.00	\$1,985.00
		10 module LED
add	N/A	N/A
add	N/A	--

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(Item 022 Continued)

- J) Trailer towing package and receiver hitch less ball mount
- K) Engine: Other
- L) Special service package
- M) Mileage charge for one way delivery of unit to area(s) other than Santa Fe, NM
- N) Warranty, factory, five (5) years – One hundred thousand (100,000) miles for motor and drive train, zero (0) deductible
- O) Warranty, factory, five (5) years – Seventy-five thousand (75,000) miles bumper to bumper, zero (0) deductible
- P) Electric trailer brake controller
- Q) Keys, additional
- R) Wheel locks
- S) Air bag lock

	(AC)	(AD)
add	\$355.00	\$495.00 Class II Req Opt K 2.0 L Engine
add	\$3,725.00 3.6 L V-6	\$1,395.00 2.0 L Ecoboost
add	N/A	--
add	\$1.60 mile	\$1.75 mile
add	Std	\$1,410.00
add	\$1,445.00	\$1860.00
add	\$230.00	\$335.00
add	\$90.00	\$265.00
add	\$90.00	\$75.00 Not installed
add	N/A	\$95.00 Driver's side

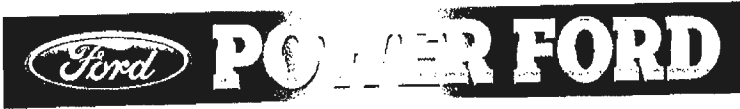
Vendor (AD) – Additional Options:

- T) Tonneau cover
- U) All weather mats
- V) Cargo area protection
- W) Reverse sensing

	(AD)
add	\$218.00
add	\$96.00
add	\$149.00
add	\$315.00

ATTACHMENT

Bob Turner dba Power Ford, Albuquerque, NM



POWER FORD

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

August 4, 2014

To: Phil Lucero
Santa Fe Solid Waste Management Agency

Re: Agreement 40-000-13-00013

Quote

Item 15
Ford W3B

\$25,004.00

Option E Trailer towing package and class three
receiver hitch less ball mount
Option Y Warranty, factory 5 years – 100,000 miles
for motor and drive train, zero deductible
Option FF Spray on bed liner (black only)

\$349.00

\$2,095.00

\$495.00

Total

\$27,943.00

Thank you,

Gary Timmons
Fleet Manager
Power Ford
(505) 449-1293



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

<p>Awarded Vendor 12 Vendors</p> <p>Telephone No. _____</p>

Price Agreement Number: 40-000-13-00013

Price Agreement Amendment No.: One

Term: December 9, 2013 - December 8, 2014

<p>Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.</p>
<p>Invoice: <p style="text-align: center;">As Requested</p></p>

Procurement Specialist: Vanessa LeBlanc

Telephone No.: (505) 827-0629

Title: **Automotive Vehicle Trucks & Utilities**

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

This amendment is issued to reflect the following effective immediately.

Please see attached Revised Statewide Price Agreement.

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

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 12/16/2013

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

VL

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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 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written proposal to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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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://insurenewmexico.state.nm.us/>.

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

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

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New Mexico Pay Equity Initiative

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

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

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

The PE10-249 and PE250 worksheet is available at the following website:
<http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx>

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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

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

Article VI – Amendment

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

(AA) 0000044613 Beaver Motors Inc. 1500 St. Michaels Drive Santa Fe, NM 87505 (505) 690-4376	Delivery: As Requested
(AB) 0000049896 Bob Turner Ford dba Power Ford 1101 Montano NE Albuquerque, NM 87107 (505) 449-1293	Delivery: 90 Days
(AC) 0000054961 Bruckner's Truck Sales Inc. 8101 Daytona Blvd. NW Albuquerque, NM 87121 (505) 843-7703	Delivery: 90 Days ARO
(AD) 0000094627 Construction Truck Equipment 10200 Trumbull SE Albuquerque, NM 87123 (505) 292-8018	Delivery: As Required
(AE) 0000051541 Don Chalmers Ford 2500 Rio Rancho Blvd Rio Rancho, NM 87124 (505) 890-2153	Delivery: 8 - 12 Weeks (dependent upon FMC Delivery).
(AF) 0000047770 Melloy Dodge 9621 Coors NW Albuquerque, NM 87114 (505) 350-7590	Delivery: As needed and where needed
(AG) 0000049313 Reliable Chevrolet 9901 Coors Blvd. NW Albuquerque, NM 87114 (505) 338-5870	Delivery: Approx. 60 - 90 days
(AH) 0000046112 Rich Ford Sales 8601 Lomas Blvd NE Albuquerque, NM 87112 PO Box 3487 Albuquerque, NM 87190 (505) 275-4529	Delivery: 75 - 90 days Aug. Subject to manufacturers scheduling

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Awarded Vendors Continued:

(AI) 0000083388

Roberts Truck Center of New Mexico, LLC
1623 Aspen Ave. NW
Albuquerque, NM 87104
(505) 243-7883

Delivery: 60 - 120 days ARO

(AJ) 0000045857

Clark Truck Equipment Co.
PO Box 3483
Albuquerque, NM 87190
(505) 880-8222

Delivery: 30 – 60 Days ARO

(AK) 0000046837

MCT Industries, Inc.
7451 Pan American Frwy NE
Albuquerque, NM 87109
(505) 345-8651

Delivery: TBD

(AL) 0000049004

Trucks Unique, Inc.
4914 Pan American Fwy. NE
Albuquerque, NM 87109
(505) 884-5749

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 vehicle 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 needing all specifications
- I. Units are to be transported to the dealer's place of business, rather than driven
- J. All ordered option 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 are subject to 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 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)

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)

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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)

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: **\$ none** 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.

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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 delivered, the vendor shall deliver 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 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.

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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.

Method of award:

Award will be made to the lowest responsible bidder meeting or exceeding specifications, terms and conditions. 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.

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Item	Approx. Qty.	Unit	Article and Description	Unit Price		
015	60	Each	Truck, 1 ton, long wheel base, crew cab, 4 x 4, single rear wheels Base Cost: Per Unit, FOB, Dealer's Place of Business Net Cost: Per Unit, FOB, Santa Fe, NM	(AB)	(AF)	(AG)
				\$25,004.00	\$30,531.00	\$30,081.00
				\$25,004.00	\$30,531.00	\$30,081.00
			Model:	W3B	D28L92	Silverado 3500
			Make:	Ford	Dodge 3500	Chevrolet
			Engine:	6.2	V-8 Gas	6.0 Liter

Minimum Specifications:

- Horsepower: 316 Torque: 360
- Transmission: Heavy-duty, automatic
- Air bags: Dual
- Air conditioner: Factory installed
- Axle: Factory standard
- Body: Wide pickup bed
- Brakes: Power, 4 wheel antilock
- Bumper: Heavy-duty rear step bumper
- Color: Factory standard to be determined by ordering agency
- Factory skid plates
- Fuel tanks: Maximum fuel capacity available
- Glass: Factory standard tint all around
- Gross vehicle weight rating: 9,900 pounds
- Keys: 3 complete sets of keys
- Mirrors: outside/left below eye level (extendable trailer towing). Inside non-glare day/night
- Radio: AM/FM push button, factory installed
- Seats: Front-dual reclining split bench cloth; rear-manufacturer's standard
- Tires: All terrain tires, full-size spare tire/wheel included
- Wheel base: 160 inches
- Windshield wipers: 2-speed intermittent with washer

Options:

A) 2 wheel drive in lieu of 4 wheel drive (all-season tires)	(deduct)	(AB)	(AF)	(AG)
B) Engine: Other (diesel)	(add)	\$1,200.00	\$1,200.00	\$1,100.00
C) Dual rear wheels	(add)	\$8,900.00	\$8,000.00	\$8,395.00
D) Cloth bucket seats no center console	(add)	\$2,495.00	\$940.00	\$330.00
E) Trailer towing package and class three receiver hitch less ball mount	(add)	\$895.00	\$700.00	N/C
F) Short wheel base	(deduct)	\$349.00	\$779.00	\$485.00
G) Keys: Additional	(add)	\$100.00	\$400.00	\$400.00
H) Color other than factory standard production: (5 unit minimum)	(add)	\$199.00	\$325.00	\$80.00
I) Cruise control and tilt wheel	(add)	\$1,200.00	\$500.00	\$300.00
J) Limited slip rear differential	(add)	\$425.00	\$300.00	Standard
K) Locking rear differential	(add)	\$420.00	\$550.00	N/A
L) Power door locks/power windows	(add)	\$420.00		\$395.00
M) Radio, AM-FM CD	(add)	\$1,295.00	\$300.00	\$836.00
N) 6-inch spotlight	(add)	\$450.00	\$276.00	\$400.00
O) Diesel DEF tank relocation required with utility body	(add)	\$450.00	\$375.00	\$295.00
P) Vinyl seats	(add/deduct)	\$995.00	\$900.00	N/A
		\$100.00	N/A	N/C

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Item 015 Continued:

Options Continued:

		(AB)	(AF)	(AG)
Q) Locking bed cover	(add)	\$1,695.00	\$2,400.00	\$1,785.00
R) Steel cross toolbox (dual lid) weather guard or Rawson-Koenig	(add)	\$795.00	\$740.00	\$740.00
S) Steel cross saddle toolbox (single lid) weather guard or Rawson-Koenig	(add)	\$795.00	\$740.00	\$740.00
T) Heavy-duty louvered headache rack (white) Rawson-Koenig	(add)	\$495.00	\$740.00	\$465.00
U) In-bed spare tire mount with #3 master pad lock (agency will specify location)	(add)	\$260.00	\$390.00	\$195.00
V) 8,000 lb. capacity driven electric winch, 5/16" cable, hook and guide for 4 x 4 only	(add)	\$2,595.00	\$2,400.00	\$2,060.00
W) Snow plow prep package (must be ordered if snow plow is purchased)	(add)	\$195.00	\$900.00	\$285.00
X) Mileage charge for one way delivery of unit to area, other than Santa Fe, New Mexico	(add)	\$2.50	\$250.00	\$1.60 Mile
Y) Warranty, factory, 5 years – 100,000 miles for motor and drive train, zero deductible. Diesel engine (surcharge)	(add)	\$2,095.00	Free	Standard
Z) Warranty, factory, 5 years – 75,000 miles bumper to bumper zero deductible	(add)	\$2,395.00	\$3,275.00	\$1,665.00
AA) Tires: 265, mud & snow 4 x 4	(add)	\$895.00	\$1,400.00	Included
BB) Bed (delete) (long bed only)	(deduct)	\$400.00	\$400.00	\$350.00
CC) In bed chest-type single lid, toolbox, steel, weather guard or Rawson-Koenig	(add)	\$695.00	\$750.00	\$600.00
DD) State police paint configuration	(add)	\$1,200.00	\$950.00	\$500.00
EE) Trailer brake	(add)	\$349.00	\$490.00	\$230.00
FF) Spray on bed liners (black only)	(add)	\$495.00	\$550.00	\$500.00
GG) Drop in bed liner (black only)	(add)	\$395.00	\$250.00	\$380.00
HH) 7 ½ snow plow	(add)	\$8,200.00	\$6,200.00	\$7,350.00
II) 8 ½ snow plow	(add)	\$8,795.00	\$7,300.00	\$7,400.00
JJ) Roof width amber light bar with 10 LED's: code 3 or federal signal	(add)	\$1,895.00	\$1,500.00	\$1,595.00
KK) Roof width amber light bar with 16 LED's: code 3 or federal signal	(add)	\$2,495.00	\$1,940.00	\$2,150.00
LL) Optional axle ratios	(add)	\$495.00		\$100.00
MM) Wheel locks (Installed by customer)	(add)	\$299.00	\$60.00	\$80.00
NN) Utility body	(add)	\$5,995.00	\$6,900.00	\$5,040.00
OO) Platform body	(add)	\$2,875.00	\$3,275.00	\$2,500.00
PP) Headboard	(add)	\$975.00	\$4,490.00	\$560.00
QQ) Stake sides	(add)	\$2,395.00	\$1,600.00	\$1,550.00
RR) 3 point locking system	(add)	\$725.00	\$390.00	\$560.00
SS) Utility body (with dual rear wheels)	(add)	\$6,395.00	\$7,100.00	\$6,425.00
TT) Power trailer tow mirrors	(add)	N/A	\$413.00	\$300.00

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Item 015 Continued:

Utility Body Specifications:

Low profile utility body for eight thousand six hundred (8,600) GVWR cab and chassis truck. Body to be approximately ninety-six inches (96") long and seventy-eight inches (78") wide with fourteen inches (14") 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. Two (2) inch combination ball/pintle hitch. Two (2) "d" rings and six (6) way electrical plug and electric brake controller. Flush mount stop-tail-backup turns lights recessed in rear of body. DOT approved body lights and reflectors. Body installed complete on eight thousand six hundred (8,600) GVWR truck with fifty-six (56") 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.

Additional Options:

(AF) UU) U-Connect/Bluetooth add \$900.00