State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:  
4 Vendors

Price Agreement Number: **60-000-16-00071**

Price Agreement Amendment No.: **Three**

Term: **August 11, 2016 – August 10, 2020**

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

Invoice:  
As Requested at time of order

Procurement Specialist:  **Mark Lujan**

Telephone No.: **(505) 827-0564**

Email:  **Mark.Lujan@state.nm.us**

Title: **Amber Visual Warnings/Lights & Systems**

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 August 11, 2019 to August 10, 2020 at the same price, terms and conditions.

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, New Mexico State Purchasing Agent

Date: **07/10/2019**
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
4 Vendors

Telephone No. _____

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

Invoice:
As Requested

Price Agreement Number: 60-000-16-00071
Price Agreement Amendment No.: Two
Term: August 11, 2016 thru August 10, 2019

Procurement Specialist: Mark Lujan
Telephone No.: 505-827-0564
Email: Mark.Lujan@state.nm.us

Title: Amber Visual Warning/Lights & Systems

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 August 11, 2018 to August 10, 2019 at the same price, terms and conditions.

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

_________________________________ Date: 08/09/2018
New Mexico State Purchasing Agent

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472 ML.
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor

4 Vendors

Telephone No. ______

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

Invoice: As Requested

Price Agreement Number: 60-000-16-00071

Price Agreement Amendment No.: One

Term: August 11, 2016 thru August 10, 2018

Procurement Specialist: Sandra Lujan

Telephone No.: 505-827-0242

Email: sandrar.lujan@state.nm.us

Title: Amber Visual Warning/Lights & Systems

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 August 11, 2017 to August 10, 2018 at the same price, terms and conditions for the following 4 Vendors.

(AA) 0000045857
Clark Truck Equipment Co.

(AC) 0000009746
New Mexico Emergency Products (NMEP)

(AB) 0000051541
Don Chalmers Fords

(AD) 0000050718
West Mesa Auto Craft Inc.

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

[Signature]
New Mexico State Purchasing Agent

Date: 08/09/2017

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
State of New Mexico  
General Services Department  
Statewide Price Agreement  

Awarded Vendor  

4 Vendors  

Telephone No. ____

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

Invoice:  
As Requested by User  

Price Agreement Number: 60-000-16-00071  
Payment Terms: Net 30  
F.O.B.: Destination  
Delivery: See page 7  

Procurement Specialist: Sandra Lujan  
Telephone No.: (505)827-0242  

Title: Amber Visual Warnings/Lights & Systems  

Term: August 11, 2016 thru August 10, 2017  

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

Date: 08/10/2016  

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-000-16-00071

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 I 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 onl 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 Ven 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 orc
   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 most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

9. Taxes: The unit price shall exclude all state taxes.

10. Packing, Shipping and Invoicing:
   a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
   b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
   c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. Default: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by 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 provid
12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action a restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her design

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 indicate on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature openi 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 mat 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 Cont 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 pro immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Proc 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 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, and cost of services rendered during this Price Agreement’s term and effect, and retain them for a period of three (3) years the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Procurement 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 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 a 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 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 Empl 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 for additional information: http://www.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 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 200-049. This could include State publicly financed public health coverage programs such as Insure New Mexico Pay Equity Initiative

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 if 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 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 the contract if said subcontractor(s) meets, or grows to, 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 may not meet the size requirement for reporting and be required to report it self.

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

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

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 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 un
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 the contract. Orders issued against this schedule will show the applicable Price Agreement item 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 with item number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on the order sheet. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

**Article V – Termination**
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement by giving written notice of termination 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. The notice of termination shall be effective if the Agency does not cure all material breaches within the thirty (30) day period or if the Contractor does not cure all 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 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 with 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 prior agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

**Article VII – Indemnity Clause**
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses, expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor’s, and/or its employees, its negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 2: N.M.S.A. 1878 comp. and any amendments thereto.

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

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

**Article VIII – Issuance or Orders**
Only written signed orders are valid under this Price Agreement.

**Article IX – Packing (if applicable)**
Packing shall be in conformance with standard commercial practices.

**Article X – Price Schedule**
Prices as listed in the price schedule hereto attached are firm.
State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-000-16-00071

Awarded Vendors:

(AA) 0000045847
Clark Truck Equipment Co.
501 Industrial Ave NE
Albuquerque, NM 87107
505-880-8222
Email: kevin@cte-nm.com

Payment Terms: Net 30
FOB: Destination
Delivery: 0-45, based on product

(AB) 0000051541
Don Chalmers Ford
Dba: MHQ of New Mexico
122 Frontage Rd
Rio Rancho, NM 87124
505-891-0774
Email: steve@wnrnm.com

Payment Terms: Net 30
FOB: Destination
Delivery: As Requested

(AC) 0000009746
New Mexico Emergency Products (NMEP)
3211 University Blvd SE STE C
Albuquerque, NM 87106
505-242-9111
Email: mike.lanctot@soncellna.com

Payment Terms: Net 30
FOB: Destination
Delivery: As Requested

(AD) 0000050718
West Mesa Auto Craft Inc.
dba: 122 Frontage RD
Rio Rancho, NM 87124
505-891-0774
Email: steve@wmeppnm.com

Payment Terms: Net 30
FOB: Destination
Delivery: As Requested
State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-000-16-00071

This Statewide Price Agreement is for Amber Visual Warning Lights and Systems current production models. It contains both general specifications and specifications for the New Mexico Department of Transportation.

The term of this 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-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.

Successful vendor shall be an authorized dealer and be a physically established dealership with parts and service facilities in New Mexico.

**New Mexico Department of Transportation (NMDOT) Minimum Specifications:**

Amber visual warning lights and systems current production models for modular, visual and audible warning systems for NMDOT vehicles.

Individual orders may be made at any time by any of the locations listed below and delivered FOB Destination:

**New Mexico Department of Transportation**
District One Store Warehouse
2912 East Pine
P.O. Box 231
Deming, NM 88031-0231

**New Mexico Department of Transportation**
District Two Store Warehouse
4505 West Second St.
P.O. Box 1457
Roswell, NM 88202-1457

**New Mexico Department of Transportation**
District Three Store Warehouse
7500 East Frontage Rd.
P.O. Box 91750
Albuquerque, NM 87199-1750

**New Mexico Department of Transportation**
District Four Store Warehouse
South Highway 85

**New Mexico Department of Transportation**
Fleet Management Bureau
1250 Alta Vista
P.O. Box 1149
Santa Fe, NM 87504-1149

**General Specifications:**
The following applies to all items described in the specifications:

Installation shall include but is not limited to the following:

1. Complete installation of specified items must be to Office of Emergency Management (O.E.M.) specification regarding hardware and operational requirements.

2. Cable lengths shall be provided as specified on certain items without splicing.

3. All wiring harnesses shall have weather pack type connections.

4. Any wiring requiring splicing shall be heat shrink wrapped.

5. Gauge and length of wire shall be sized accordingly to amp draw from component and SAE electrical conductivity and resistance recommendations.

6. All exposed wiring shall be enclosed in black plastic split looms and secured with tie downs.

Certification:

Bidders must submit certifications with bid on each item that references SAE specifications from an independent testing lab.

Lens/Dome Colors:

Color shall be amber unless otherwise specified at time of order. Acceptable colors shall be amber, blue and red only on re of light bars, no red facing forward.

Delivery:

Deliver FOB dealer's place of business within the State of New Mexico. Fifteen (15) days A.R.O. is required on all items.

Literature:

Catalogs and/or descriptive literature must be submitted with bid and may become an attachment to the Price Agreement.

Warranties:

Minimum published warranty of five (5) years is required on all items, which includes lenses/domes, mounting bases, power supply units, rotators/gears and mirrors. One (1) year published warranty on halogen lamps and flash tubes.

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 not inten
to be restrictive but to set forth an acceptable level of quality and design. The state reserves the right to accept minor variations 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 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 bid

Inspection of Work:

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

Late Delivery:

It is expressly understood and agreed, that as a result of the public interest, and because of the monetary losses which may be sustained by the state as a result of failure to deliver the equipment described in the 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.

The following delivery terms and conditions apply to miscellaneous equipment described in specifications.

Above noted equipment shall be delivered within fifteen (15) working days of bidder's receipt of order. In the event of failure of the bidder to deliver in accordance with this requirement, the bidder may be liable to the user agency and/or the state and may be subject to late delivery penalties in the amount of ten dollars ($10) 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 Price Agreement contained in the general conditions and instructions to bidders in addition to any liquidated damages as outlined above.

Motor Vehicle Regulations:

Units 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 units are delivered, the bidder shall deliver to the ordering agency (if applicable):

A. Documents of Title,
B. Certificates of Origin,
C. Warranty and Guarantee Certificates,
D. Certifications Specified in the Contract,
E. Manuals Specified in the Contract.

Guarantees and Warranties:

Units furnished hereunder shall be fully warranted (bumper to bumper) on all parts and labor for a minimum of one (1) year as may otherwise be required under the specifications included in this bid. In the event that a factory warranty exceeds our stipulated warranty, the factory standard warranty shall prevail. No deductible shall apply during the warranty period.

Hydraulic components furnished hereunder shall be fully warranted on parts and labor for a minimum of two (2) years.

Hydraulic Components to be covered:

Hydraulic pumps, valves, cylinders, reservoirs and controls.

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

Servicing:

Units ordered under this Price Agreement shall be completely serviced and ready for operation upon delivery.

Warranty Repairs:

While units provided hereunder are under warranty, all repairs shall be completed within five (5) working days after receipt of units. 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 units 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 units 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 units to the ordering agency by specified delivery date shall be considered by the bidder. The bidder may be required to provide the State with field test results and surveys, which will show conclusively:

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

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

Payment or Acceptance not Conclusive:

No payment made under this Price Agreement shall be conclusive evidence of the performance of the Price Agreement, either wholly or in part. 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 relieves the bidder from corrections of the defects. The final acceptance shall not binding upon the ordering agency or the State, or conclusive, should it subsequently develop the bidder had 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 items 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.

Escalation:

In the event of a product cost increase an 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 as increases shall apply. If vendor’s prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in-house or to backorders. Orders will be filled the price in effect on the date of receipt of the order by the vendor.

Method of Award:

The State Purchasing Agent reserves the right to award this Invitation to Bid in total or by groups of items on the basis of individual items or any combination of these, which in his judgment, best serves the interest of the State of New Mexico. Multiple awards may be made.

Options:

All ordered options shall be installed. The ordering of options only is strictly prohibited!
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<tr>
<th>Item</th>
<th>Qty</th>
<th>Unit</th>
<th>Article and Description</th>
<th>Unit Price</th>
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<td>001</td>
<td>100</td>
<td>Ea</td>
<td>Strobe Light:</td>
<td>(AA) $99.00</td>
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<td></td>
<td></td>
<td></td>
<td>Three hundred and sixty degree (360) visibility. Minimum of eighty (80) double flashes per minute not to exceed 2.4 amp draw. Eighteen (18) joules minimum light output. Dimensions to be six (6) inches high. High impact resistant, amber polycarbonate lens with clear smooth outer dome. Fully weather resistant. Variable 12-48 volt dc feature. Replaceable flash tube card design, secured with mounting screws. Separate cast aluminum flat mount base with pipe mount incorporated in the base. Light must meet or exceed SAE J1318 class one (1) and SAE J578, and be RFI certified.</td>
<td>(AD) $110.00 (LED ONLY)</td>
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<td>Model: (AA) 211749-02; (AD) L10HAP</td>
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<td>002</td>
<td>100</td>
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<td></td>
<td>Three hundred and sixty degree (360) visibility. Minimum of eighty (80) double flashes per minute not to exceed 2.4 amp draw. Eighteen (18) joules minimum light output. Dimensions to be six (6) inches high. High impact resistant, amber polycarbonate lens with clear smooth outer dome. Fully weather resistant. Variable 12-48 volt dc feature. Replaceable flash tube card design, secured with mounting screws. Separate cast aluminum flat mount base, with magnetic mount and cigarette lighter plug kit. Light must meet or exceed SAE J1318 class one (1) and SAE J578. And be RFI certified.</td>
<td>(AD) $95.00 (LED ONLY)</td>
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<td>003</td>
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<td>Work Light:</td>
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<td>One hundred (100) watt dome spotlight not to exceed eight (8) amp draw. 6.5 in. high x 6.5 in. diameter. Must have easily removable dome and replaceable H3 bulb. Three hundred sixty (360) degree rotation with no stops. Movement to be a minimum of one hundred five (105) degree upward and thirty five (35) degree downward angle from horizontal with positive stop control.</td>
<td>(AB) $275.00</td>
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<td>(AD) $550.00 (LED ONLY)</td>
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<td>Bid as options:</td>
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<td>a) Wireless remote</td>
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State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-000-16-00071

(AD) NO BID

Make: (AA) Federal Signal; (AB) GO Light; (AD) Whelen Engineering

Model: (AA) 620102; (AB) 3000; (AD) PT360P

004  100  Ea  Mini Light Bar:
"Federal signal" (highlighter) mini light bar with vertical lens sides, dual rotators, and double sided diagonal polished mirror. The parabolic reflectors shall rotate around a stationary H1, fifty-five (55) watt halogen heavy-duty long life lamp, rated at eight hundred (800) hours. Each parabolic mirror shall produce a minimum of eighty thousand (80,000) candle power, and must produce a minimum of fifty four thousand (54,000) candle power through an SAE approved one piece amber dome. Each reflector, bulb and motor assembly shall be a snap in design for easy removal and assembly. (no tools required). One hundred twenty (120) flashes per minute per rotator. Certified to meet or exceed SAE J845 class one (1) and SAE J575. Must be RFI certified.

Make: (AB) Federal Signal; (AD) Whelen Engineering

Model: (AB) 450152-OZ; (AD) MC11PA

005  100  Ea  Four (4) Strobe Light System:
Two (2) flat mount design, remote head strobes with aluminum or poly carbonate bases. Two (2) oval or rectangular strobes with rubber grommets. Nine (9) joules per strobe head. Twenty-two (22) feet of HD weather resistant cable per strobe head. Self contained weather proof (potted) strobe power supply and forty (40) watt output, HD switch to operate strobes double, triple, quad flash patterns. Twelve (12) and twenty-four (24) volt systems. High impact, break resistant amber polycarbonate lens and replaceable flash tubes on all four heads. Power supply, cables and strobe heads shall have weather pack connectors. To meet or exceed SAE J1318 class one (1) and SAE J578. Must be RFI certified.

Make: (AA) Federal Signal; (AD) Whelen Engineering

Model: (AA) KIT 4 – NMDOT; (AD) Connectors

006  100  Ea  Two (2) strobe light system:
Two (2) oval or rectangular strobes with rubber grommets. Nine (9) joules per strobe head. Twenty-two (22) feet of HD weather resistant cable per strobe head. Self contained weather proof (potted) four (4) channel strobe power supply and forty (40) watt output, HD switch to operate strobes double, triple, quad flash patterns. Twelve (12) and twenty-four (24) volt systems. High impact, break resistant amber polycarbonate
lens and replaceable flash tubes on both heads. Power supply, cables and strobe heads shall have weather pack connectors. To meet or exceed SAE J1318 class one (1) and SAE J578. Must be RFI certified.

Make: (AA) Federal Signal; (AB) Whelen Engineering

Model: (AA) KIT 2- NMDOT; (AD) NMDOT KIT LED 2 W/P Connectors

007  100    Ea  Two (2) LED flashing light system:
Two (2) self-contained potted solid state oval or rectangular LED flashing lights with rubber grommets. Quad flash pattern with seventy (70) flashes per minute. Twelve (12) and twenty-four (24) volt systems. Heavy-duty lighted rocker switch with mounting bracket. High impact, break resistant amber polycarbonate lens. To meet or exceed SAE J1318 and SAE J845.

Make: (AA) Federal Signal; (AD) Whelen Engineering

Model: (AA) (2) 607101-02SB; (AD) NMDOT KIT 2 Federal signal, NMDOT kit

008  100    Ea  "Preco" Synchronized Four (4) Strobe System:
Two (2) self-contained oval receiver strobes and two (2) dome receiver strobes for twelve and two (2) dome receiver strobes for twelve and two (2) dome receiver strobes for twelve (12) and twenty-four (24) volt systems with single wire installation. Single, double, triple or quad flash. Dash mounted controller for selecting different flash patterns and sequences.

Make: (AA) Federal Signal; (AD) Whelen Engineering

Model: (AA) 606032-NMDOT; (AD) VP31 LED (NMDOT KIT)

009  100    Ea  Light Bar:
"Code 3" (MX7000) amber dome, all light halogen two (2) deck bars with five (5) rotators, two (2) diamond and two (2) flat mirrors on top. All upper deck reflectors shall be polished metal construction. The lower deck shall have two (2) front flashing lights and eight (8) lamp arrow stick. Shall be no more than 47.125 inch length x 12.75 inch wide x 6.5 inch tall. Full-featured arrow stick controller with eight (8) functions, six (6) rocker lighted switch box with built-in fuse panel, one (1) forty (40) amp and five (5) fifteen (15) amp. Field replaceable lamps. The light bar shall include a standard mounting kit that permits either permanent or hook-on mounting on all types of vehicles, to include twenty (25) feet
State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-000-16-00071

of HD wiring.

Bid as options:

a) Two (2) intersection sweeping lights
b) Two (2) alley lights
c) Four (4) alley lights
d) Red lens in lieu of amber lens on arrow stick

Make: (AA) Federal Signal; (AB) CODE; (AD) Whelen Engineering

Model: (AA) LPX452-XXXXX (AB) 747S (AD) Justice-JY8AABR

Installed:

010 100 Ea Light Bar:
"Federal signal" (dual level halogen vista bar) with amber domes. Top level (primary) to have six (6) rotators, four (4) diamond and four (4) cascade mirrors on top. The lower deck (secondary) shall have two (2) front flashing lights and eight (8) lamp signal master on rear lower deck. Fifty-three (53) inches in length x eighteen (18) inches wide x 5.8 inches tall. Full-featured signal x 5.8 inches tall. Full-featured signal master controller with eight (8) functions, six (6) rocker lighted switch box with built-in fuse panel, one (1) forty (40) amp and five (5) fifteen (15) amp field replaceable lamps. The light bar shall include a standard mounting kit that permits either permanent or hook-on mounting on all types of vehicles, to include twenty five (25) feet of HD wiring.

Bid as options:

a) Two (2) intersection sweeping lights
b) Two (2) alley lights
c) Four (4) alley lights
d) Red lens in lieu of amber lens on signal master
e) Two (2) front or rear high powered work lights in lieu of two (2) center rotators
f) Two (2) front or rear work lights on lower deck

Make; (AA) Federal Signal (AD) Whelen Engineering

Installed

(AA) 440.00 (AD) 350.00
Light Bars:
"Federal signal" (vista) same as item 010 except with five (5) rotators and six (6) lamp signal master. Forty-eight (48) inch length.

Bid as options:

a) Two (2) intersection sweeping lights
b) Two (2) alley lights
c) Four (4) alley lights
d) Red lens in lieu of amber lens on signal master
e) Two (2) front or rear work lights on lower deck
f) Two (2) front or rear high powered work lights in lieu of two (2) center rotators

Make: (AA) Federal Signal; (AD) Whelen Engineering

Model (AA) LPX 45Z – XXXXX; (AD) Justice – JY8AABR

Traffic Advisor:
Low profile, traffic advisory warning light bar. Eight (8) lamp- halogen light array (no arrows). Shall provide a minimum of eight (8) different flash sequence patterns controlled from switches in front face panel in the cab. Aluminum housing. Hi/off/low intensity control panel with led read out. One (1) year warranty on halogen bulbs. Each lamp shall be serviceable without dismantling entire light bar. To meet or exceed SAE 3595.

Bid as options:

a) LED modules in lieu of halogen lamps

Make: (AA) Federal Signal; (AB) SOUND OFF; (AD) Whelen Engineering

Model: (AA) 322112; (AB) EL3DOA00; (AD) TAC815

Sequential Arrow Board:
30x60
Thirty (30) inch x sixty (60) inch directional display panel system, high intensity warning light panel. Twenty-five (25) re-lamp-able halogen light array, amber on black background. All aluminum construction, twelve (12) volt system. control console with led display. HD wiring sequential flashing arrow. Sequential flashing chevron, left/right arrow and double flashing arrow. Standard mounting bracket electric over hydraulic cylinder to raise and lower panel.
Bid as options:

a) LED modules in lieu of halogen lamps
Make: (AA) Superior Signal:
Model: SY39830601/SY3800090

Installed
Sequential Arrow Board:
36x72
Thirty-six (36) inch x seventy-two (72) inch directional display panel system, high intensity warning light panel. Twenty-five (25) re-lamp-able halogen light array, amber on black background. All aluminum construction, twelve (12) volt system. Control console with LED display. HD wiring sequential flashing arrow. Sequential flashing chevron, left/right arrow and double flashing arrow. Standard mounting bracket electric over hydraulic cylinder to raise and lower panel.

Bid as options:

a) LED modules in lieu of halogen lamps
Make: (AD) Superior Signals
Model: (AD) SY3983672L/SY3800095

Installed
Sequential Arrow Board:
48x96
Forty-eight (48) inch x ninety-six (96) inch directional display panel system, high intensity warning light panel. Twenty-five (25) re-lamp-able halogen light array, amber construction, twelve (12) volt system. Control console with LED display. HD wiring sequential flashing arrow. Sequential flashing chevron, left/right arrow and double flashing chevron, left/right arrow and double flashing arrow. Standard mounting bracket electric over hydraulic cylinder to raise and lower panel.

Bid as options:

a) LED modules in lieu of halogen lamps
Make: (AD) Superior Signal
Model: (AD) SY 3984896L

Installed
$ (AC) INSTALLATION ONLY
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<td>Ea</td>
<td>(SEE ABOVE) (AD) 550.00</td>
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<td>Disc. Vendors to indicate percentage discount off replacement parts for visual warning lights, strobes, panel system lights, etc.</td>
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<td>(AA) 20% (AB) SEE ATTACHED DISCOUNTS</td>
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**INSTALLATION LABOR RATE** $85.00 per hour
West Mesa Auto Craft, Inc.
122 Frontage Rd.
Rio Rancho, NM 87124

State of New Mexico
General Services Department
Purchasing Division
RFP # 60-000-16-00071

Attachment I
Discount of Catalog List Price for Emergency Equipment

Whelen Current Catalog – 38%
Code 3 Current Catalog – 30%
Feniex Industries Current Catalog – 25%
Brooking Industries Current Catalog – 20%
Able 2/Sho-me Current Catalog – 30%
Rigid Industries Current Catalog – 15%
Jotto except Kodiak Current Catalog – 15%
Havis Current Catalog – 18%
Premier Mounting Current Catalog – 25%
Setina except PB450 & PB550 Current Catalog – 20%
Go Rhino Current Catalog – 25%
Pro-Gard Current Catalog – 15%
TruckVault Current Catalog – 10%
Other Law Enforcement MFG, Not Including Camera systems, radars or radios – 5%