



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
9 Vendors

Number: 00-80500-20-16819

Amendment No.: Two

Term: August 21, 2020 – August 20, 2022

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Raelynn Lujan

Telephone No.: 505-670-1561

Invoice:
As Requested

Email: Raelynn.Lujan@state.nm.us

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

Title: **Traffic Signal Equipment and Supplies**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 21, 2021 to August 20, 2022 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

Valerie Paulk

Date: 6/21/2021

MARK Hayden, New Mexico State Purchasing Agent

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



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
(AA) 0000045699
AM Signal, LLC
8100 Southpark Way, Unit A-10
Littleton, CO 80120
(720) 348-6925
dave@amsignalinc.com; undzis2@cs.com

Number: 00-80500-20-16819

Amendment No.: One

Term: August 21, 2020 – August 20, 2021

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Raelynn Lujan

Telephone No.: 505-670-1561

Email: Raelynn.Lujan@state.nm.us

Invoice:
New Mexico Department of Transportation
As Request at Time of Order

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

Title: **Traffic Signal Equipment and Supplies**

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

This amendment is issued to reflect the following effective immediately:

For (AA) Vendor AM Signal, Inc. the name shall be changed to AM Signal, LLC. All other information remains the same.

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

Accepted for the State of New Mexico

Valerie Paulk
Mark Hayden, New Mexico State Purchasing Agent

Date: 4/12/2021

x This Agreement was signed on behalf of the State Purchasing Agent

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

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State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
9 Vendors Awarded- See page 6 for details

Telephone No.:

Price Agreement Number: **00-80500-20-16819**

Payment Terms: **Net 30**

F.O.B.: **As Requested**

Delivery: **See page 6**

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: **Raelynn Lujan**

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

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

Invoice:
New Mexico Department of Transportation
As Requested at Time of Order.

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

Title: Traffic Signal Equipment and Supplies

Term: August 21, 2020 thru August 20, 2021

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

Accepted for the State of New Mexico

Valerie Paulk
 Mark Hayden, New Mexico State Purchasing Agent

Date: 8/20/2020

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

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Terms and Conditions
(Unless otherwise specified)

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

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

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

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

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

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

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

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

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

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

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

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

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

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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: <https://bewellnm.com>.

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

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

Department Price Agreement

Article I – Statement of Work

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

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

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

Article II –Term

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

Article III –Specifications

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

Article IV – Shipping and Billing Instructions

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

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Article V - Termination

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

Article VI – Amendment

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

Article VII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

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

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General Services Department
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Awarded Vendors:

(AA) 0000045699
AM Signal Inc.
8100 Southpark Way, Unit A-10
Littleton, CO 80120
(720) 348-6925
bids@amsignalinc.com

Delivery: 8-10 weeks dependent
on product

(AB) 0000044213
Consolidated Traffic Control Inc.
1016 Enterprise PL
Arlington, TX 76001
(817) 265-3421
frontdesk@ctc-traffic.com

Delivery: 30-45 Days

(AC) 0000056102
Econolite Control Products Inc.
1221 Flagman Way Unit B-7
Santa Fe, NM 87505
(714) 630-3700
dtenkely@econolite.com

Delivery: 4-9 Weeks

(AD) 0000105445
Gades Sales Company Inc.
PO Box 9003
Wichita, KS 67277
(303) 862-1170
jbeale@gadestraffic.com

Delivery: F.O.B. Destination

(AE) 0000126019
Rhythm Engineering LLC
11228 Thompson Ave
Lenexa, KS 66219
(913) 227-0603
sawyer.breslow@rhythmtraffic.com

Delivery: Hold for Release

(AF) 0000113184
Smartek ITS, Inc.
dba Smartek
334 East Lake Rd #125
Palm Harbor, FL 34685
(727) 251-2697
james@smartek-its.com

Delivery: 30-90 days ARO

(AG) 0000080679
Summit Traffic Solutions, LLC
11757 West Ken Caryl Ave.
Suite F-411
Littleton, CO 80127
(303) 933-2843
Summit@Summit-Traffic.com

Delivery: 30-45 Days

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(AH) 0000064515
Traffic and Parking Control Co. Inc.
dba TAPCO
5100 W. Brown Deer Rd.
Brown Deer, WI 53223
(602) 743-6818
dave.donovan@tapconet.com

Delivery: As Requested

(AI) 0000045420
Traffic Signal Controls, Inc.
255 Weaver Park Rd Ste. 100
Longmont, CO 80501
(303) 772-2787
TSCSupport@trafsig.com

Delivery: 30-90 Days

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Specifications:

Traffic Signal Equipment and Supplies:

Establish a Statewide Price Agreement for Traffic Signal Equipment and Supplies for the New Mexico Department of Transportation (NMDOT). This price agreement is for equipment for traffic signal repair, replacement parts, upgrade components and other traffic signal equipment and supplies. This is a materials only price agreement.

All products purchased under this Price Agreement shall meet the specifications as set forth in this price agreement, and all applicable New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions, standard drawings and supplemental specifications (current edition). They are available on the NMDOT website, at the following link: <http://dot.state.nm.us/content/nmdot/en/Standards.html> and they are available for purchase at the General Office Financial Control Section contact (505) 827-5159.

Vendors are required to ensure that the products used in conjunction with this Price Agreement have been submitted and approved through the NMDOT Product Evaluation Program prior to placement on a project. Any Questions regarding the NMDOT Product Evaluation Program shall be directed to Product Evaluation Coordinator at (505) 819-8513.

Term of Agreement:

The term of this price agreement shall be for one (1) year from date of award with the option to extend for a period (s) of three (3) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This price agreement shall not exceed four (4) years.

Tax Note:

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the invoice at current rates as a separate item to be paid by the NMDOT.

Bidding Information:

The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be submitted by the vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, in the discretion of The State, constitute grounds for rejection of the entire bid.

The prices quoted herein represent the total compensation to be paid by The State of New Mexico for goods provided. It is understood that the party providing said goods to The State of New Mexico is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this price agreement include an amount sufficient to cover such costs.

The vendor shall be considered an independent Contractor and not an employee of the State of New Mexico. The NMDOT shall provide direction regarding the performance required by this price agreement.

Method of Award:

Method of award shall be to multiple vendors statewide on an item by item basis.

This price agreement may be awarded to one or more vendors, but not to exceed three (3) vendors per item.

Awarded vendor(s) must submit full product line parts and price list prior to award.

Note: "See Attached Price List" will not be accepted. A percent off items must be identified on each item being bid, where requested. Awarded vendor(s) will be responsible for providing their price list as needed throughout the use of this Price Agreement at the request of NMDOT.

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Utilization of Vendors:

The following procedure for the utilization of vendors shall be used on multiple source price agreements.

1. The selection of a vendor from a multiple source price agreement to provide items shall be based on the purchase order utilizing pricing contained within this price agreement.
2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total purchase order costs for each awarded vendor.
3. The vendor selected to perform the work shall be the vendor providing items for the specific purchase order at the lowest overall cost to the NMDOT and able to meet all requirements including delivery schedule. A vendor not offering the lowest cost to the NMDOT can be used for the specific purchase order if the vendor providing the lowest overall cost is unable to meet all item and delivery requirements as determined and documented by the District Engineer or their designee. Any changes to the original purchase order will require a modification form signed by the District Engineer or their designee. All supporting documentation shall be maintained in the project file.

The Vendor Agrees To:

Indemnify and hold harmless The State of New Mexico, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, vendor and/or its employees, own negligent act(s) or omission(s) while vendor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this price agreement. This hold harmless and indemnification clause is subject to the immunities, provisions and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 56-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

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

Specifications for Traffic Signal Equipment and Supplies:

All bid items and materials shall meet the specifications as set forth in this price agreement including, but not limited to Section 104 – Scope of Work, Section 105 – Control of Work, Section 705 – General Requirements for Traffic Signal and Highway Lighting Systems, Section 706 – Signal and Lighting Service Systems, Section 707 – Signal and Lighting Standards, Section 709 – Rigid Electrical Conduit, Section 710 – Pull Boxes and Splice Cabinets, Section 711 – Wiring, Section 712 – Signal Assemblies, Section 713 – Detectors, Section 714 – Traffic Signal Controllers, Section 715 – Beacons and Temporary Signal Equipment and Section 716 – Luminaires of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions, supplemental specifications and specifications described within this price agreement shall be an integral part of these specifications. All items provided under this agreement must comply with all applicable requirements of the Manual on Uniform Traffic Control Devices (MUTCD) current edition published by the Federal Highway Administration. If the vendor's product does not operate satisfactorily in accordance with the specifications, the NMDOT reserves the right to cancel the purchase order and award to the next lowest bid.

Adaptive Signal Specification:**Description:**

The adaptive software shall modify coordination parameters for designated intersections in response to current traffic conditions as determined by intersection detectors. The system shall be able to simultaneously support multiple arteries or zones of intersections. The software shall run on the system's core server(s).

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Functional Requirements:

The system, when enabled for a roadway corridor, shall be able to adjust splits and offsets in real time at each of the intersections assigned to that roadway corridor. A maximum of 32 intersections shall be assignable within the roadway corridor. The initial split and offset values for each intersection in the roadway corridor shall be determined by the current coordination plan in effect, as determined by the system. The cycle length shall remain constant at the value programmed for the coordination plan in effect; only the split and offset values shall be modified.

The system shall adjust split values for an intersection based on phase utilization data gathered from lane-by-lane stop bar detector and advance detection data. Phase utilization data shall be averaged over a number of cycles to determine the degree of saturation of each phase in use at the intersection. The system shall then attempt to balance the degree of saturation on all phases by adjusting splits; moving time from phases with a lower degree of saturation to those phases having a higher degree of saturation within the constraints of the controller configuration. The user shall be able to set both the maximum split increment allowed for each incremental change of the split and maximum overall change or deviation that will be allowed.

Offset values shall be adjusted by developing a cycle based flow profile using data from lane-by-lane advanced detectors on the coordinated phase(s) and correlating vehicle arrival to the coordinated phase interval (Green, Yellow, Red). The system shall determine the optimal offset to capture the greatest number of vehicles arriving on the green interval of the coordinated phase(s). The system shall be able to determine optimum offset values using vehicle arrival data from advanced detectors located within 250-500 feet of the stop bar of the coordinated phase(s). The user shall be able to set both the maximum offset increment allowed for each incremental change of the offset and maximum overall change or deviation that will be allowed.

It shall be possible for each controller to be individually enabled or disabled to respond to the offset and split changes being requested by the system. In addition, at the system level it shall be possible to enable or disable control on a time-of-day basis.

Communications:

The system shall be able to support all zones using Ethernet communications. If communications is lost during control, the local controller shall continue to maintain coordination but shall revert to the pre-existing coordination plan data stored in the controller's database.

Delivery:

Prices bid under this agreement shall be F.O.B. destination.

Payments and Invoicing:

Within fifteen (15) days after the date the NMDOT receives written notice from the Vendor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the NMDOT shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the NMDOT finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty days (30) after the date of receipt of written notice from the vendor that payment is requested, provide to the vendor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the vendor may proceed to provide remedial action. Upon certification by the NMDOT that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the vendor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the purchase order to the Vendor at the rate of one and a half (1½) percent per month.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the NMDOT's Secretary or their duly authorized representative. The vendor agrees to comply with state laws and rules pertaining to

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worker's compensation insurance coverage for its employees. If vendor fails to comply with the workers' compensation act and applicable rules when required to do so the contract may be canceled effective immediately.

Ship To:

NMDOT Warehouse, SB-4
1350 Alta Vista Street
Santa Fe, NM 87504-1149

NMDOT District 1 Store Warehouse
2912 E. Pine St.
Deming, N.M. 88030

NMDOT District 2 Store Warehouse
4505 West Second St.
P.O. Box 1457
Roswell, N.M. 88202-1457

NMDOT District 3 Store Warehouse
7500 Pan American Frwy NE
P.O. Box 91750
Albuquerque, N.M. 87109-1750

NMDOT District 4 Store Warehouse
28 Bibb Industrial Dr.
P.O. Box 10
Las Vegas, N.M. 87701-0030

NMDOT District 5 Store Warehouse
7315 Cerrillos Road 87507
P.O. Box 4127 (Coronado Station)
Santa Fe, N.M. 87502-4127

NMDOT District 6 Store Warehouse
1919 Pinon Drive (87021)
P.O. Box 2160
Milan, N.M. 87021-2159

Invoice To:

New Mexico Department of Transportation
General Office
Attn: State Maintenance Bureau SB4
P.O. Box 1149
Santa Fe, N.M. 87504

New Mexico Department of Transportation
District One
2912 E. Pine St.
Deming, N.M. 88030

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New Mexico Department of Transportation
District Two
4505 West Second St.
P.O. Box 1457
Roswell, N.M. 88202-1457

New Mexico Department of Transportation
District Three
7500 Pan American Frwy NE
P.O. Box 91750
Albuquerque, N.M. 87109-1750

New Mexico Department of Transportation
District Four
28 Bibb Industrial Dr.
P.O. Box 10
Las Vegas, N.M. 87701-0030

New Mexico Department of Transportation
District Five
7315 Cerrillos Road 87507
P.O. Box 4127 (Coronado Station)
Santa Fe, N.M. 87502-4127

New Mexico Department of Transportation
District Six
1919 Pinon Drive
P.O. Box 2159
Milan, N.M. 87021-2159

Escalation Clause:

In the event of a product cost increase, an escalation request will be submitted for review to the NMDOT on an individual basis. This measure is not intended to allow any increase in profit margin, but is solely intended to allow compensation for actual cost increases directly related to bid items.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Price Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including justification for increase.

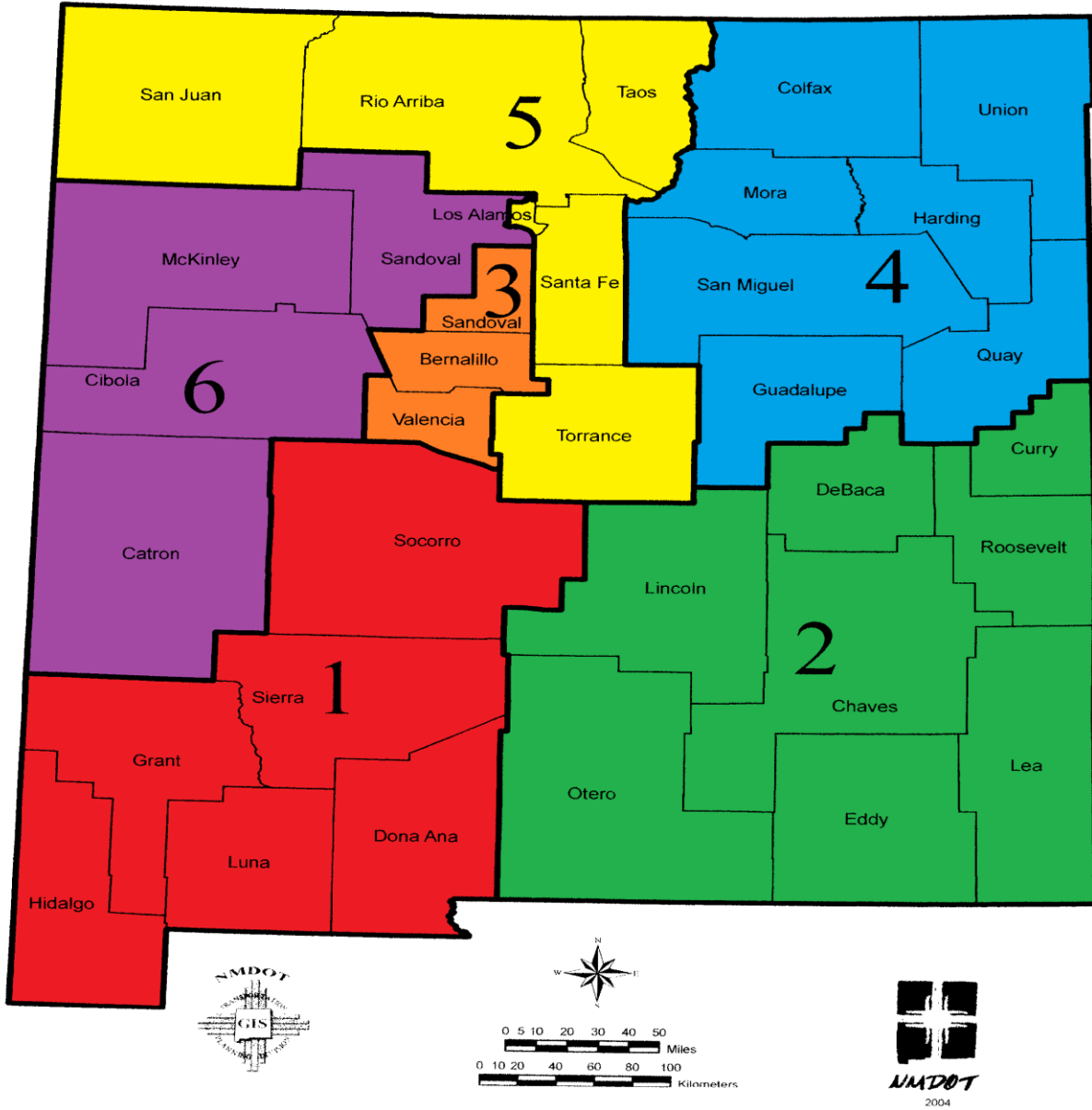
The NMDOT upon review of an escalation request may require additional supporting documentation prior to providing a written recommendation to the General Services Department's (GSD), State Purchasing Division. Final determination on the approval or disapproval of the escalation request will be made by GSD's, State Purchasing Division.

Quantities:

The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the District Engineer or their designee, and quantities may be increased or decreased as necessary to meet actual field requirements. The State does not guarantee any amount of work.

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NEW MEXICO DEPARTMENT OF TRANSPORTATION DISTRICTS



State of New Mexico
General Services Department
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Awarded Items:

Item	Approx. Qty.	Unit	Article and Description	Percent Discount on Catalog/Price List
001		Percent	Traffic Signal Equipment, Parts and Supplies, Discount(s) listed from current Econolite Traffic Systems, Traffic Electronics and Related Equipment Price List.	Vendor (AC)
				0%
005		Percent	Traffic Signal Equipment, Parts and Supplies, Discount(s) listed from current A-M Signal, Traffic Electronics and Related Equipment Price List.	Vendor (AA)
				10%
006		Percent	Traffic Signal Equipment, Parts and Supplies, Discount(s) listed from current Pelco Products, Traffic Electronics and Related Equipment Price List.	Vendor (AD)
				10%
007		Percent	Traffic Signal Equipment Parts and Supplies Discount(s) listed from current Consolidated Traffic Controls, Traffic Electronics and Related Equipment Price List.	Vendor (AB)
				2%
009		Percent	Traffic Signal Equipment Parts and Supplies Discount(s) listed from current Rhythm Engineering, Traffic Electronics and Related Equipment Price List.	Vendor (AE)
				0%
010		Percent	Traffic Signal Equipment Parts and Supplies Discount(s) listed from current Summit Traffic Solutions, Traffic Electronics and Related Equipment Price List.	Vendor (AG)
				15%
013		Percent	Traffic Signal Equipment Parts and Supplies Discount(s) listed from current Traffic Signal Controls, Traffic Electronics and Related Equipment Price List.	Vendor (AI)
				5%
014		Percent	Traffic Signal Equipment Parts and Supplies Discount(s) listed from current Iteris, Traffic Electronics and Related Equipment Price List.	Vendor (AD)
				10%

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015		Percent	Traffic Signal Equipment Parts and Supplies Discount(s) listed from current Gades Sales Company Inc., Traffic Electronics and Related Equipment Price List.	Vendor (AD)
				10%

Item	Approx. Qty.	Unit	Article and Description	Percent Discount on Catalog/Price List
016		Percent	Traffic Signal Equipment Parts and Supplies Discount(s) listed from Traffic and Parking Control Products and Solutions (TAPCO), Traffic Electronics and Related Equipment Price List.	Vendor (AH)
				5%
017		Percent	Traffic Signal, Equipment, Parts and Supplies, Discounts(s) listed from SmarTek-ITS, LLC, Traffic Electronics and Related Equipment Price List	Vendor (AF)
				2%

11 Awarded Items Total