



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
5 Vendors on Page 6

Price Agreement Number: **00-80500-20-16840**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See Page 6**

Ship To:
See Page 11

Procurement Specialist: **Michael Saavedra**

Telephone No.: **505-827-0610**

Email: **Michael.Saavedra@state.nm.us**

Invoice:
See Page 12

For questions regarding this agreement please contact:
Angela Martinez at 505-570-7940

Title: **Signs Aluminum, Sign Blanks, and Historic Markers**

Term: **August 31, 2020 thru August 30, 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: 8/31/2020

× **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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Awarded Vendors:

(AA) 0000011297

Highway Supply LLC

6221 Chappell Rd NE

Albuquerque, NM 87113

505-345-8295

earnijo@highwaysupply.net or sclark@highwaysupply.net

Delivery: As Per Bid Requirements

(AB) 0000113804

Interwest Safety Supply

5821 Coronado Ave NE

Albuquerque, NM 87109

505-850-3646

massaad@iwsafety.com

Delivery: DESTINATION

(AC) 0000046200

J-H Supply Co., Inc.

2132 Osuna Rd. NE

Albuquerque, NM 87113

505-344-6006

jhsupplyjerry@yahoo.com

Delivery: ARO 30 DAYS

(AD) 0000102313

Mandel Metals, Inc.

11400 W. Addison Ave.

Franklin Park, IL 60131

847-447-2232

dpupillo@usstandardsign.com

Delivery: 30 Days

(AE) 0000016178

Newman Signs

1606 6th Ave SW

Jamestown, NO 58401

800-437-9770

sales3@newmansigns.com

Delivery: As Requested

(AF) 0000042268

Vulcan Inc. dba: Vulcan Aluminum

PO Box 1850

Foley, AL 36536-1850

888-846-2745

vulcan1@vulcaninc.com

Delivery: 30 Days ARO

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Establish a Price Agreement for the purchase and delivery of signs, aluminum sign blanks and historic markers for the New Mexico Department of Transportation (NMDOT). 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 State 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 agreement is for a period of one (1) year from date of award with an option to extend for a period(s) of three (3) additional years, on a one (1) year basis, by mutual agreement of both parties and the approval of the State Purchasing Director at the same prices, 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 users.

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 returned 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 and/or services provided. It is understood that the party providing said goods and/or services 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. Show the amount for the respective bit item unit prices to a maximum of three (3) decimal places. Truncate additional decimal places in excess of three (3).

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

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Method of Award:

Method of award shall be to one or more vendors for each group. Items shall be awarded to one or more vendors per group as follows:

Items 001 thru 017 – Manufactured Signs

Item 018 – Aluminum Signs Blanks

Items 019 thru 031 – Historic Markers

Item 032 – Silk Screen Printing Frames

For a bid to be considered for award to a group, prices must be submitted for all items for that group. Failure to do so will result in the bid being deemed irregular and rejected from consideration for award to that group.

This Price Agreement may be awarded to one (1) or more vendors, but not to exceed three (3) vendors per group.

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, NMSA 1978 § 41-4-1 (2000) and NMSA 1978 § 56-7-1 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

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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 SIGNS, ALUMINUM SIGN BLANKS, AND HISTORIC MARKERS:

For all requirements, section 701, NMDOT Standard Specifications for Highway and Bridge Construction, current edition, is incorporated into the Price Agreement and fully applies to all highway traffic signs manufactured under this Price Agreement.

For purposes of the Price Agreement, "standard" signs are defined as regulatory and warning highway traffic signs in specified sizes referred to in the Manual on Uniform Traffic Control Devices (MUTCD), and assigned a code number. Among signs numbered in MUTCD that will not be considered "standard" signs are the following M1-1, M1-6, M2-2, D1, 2,3,7,10,12 series; 1-1&3; E series, and CD series. Also considered "standard" signs for purposes of this Price Agreement will be any sign that can be silk screened where a quantity of fifty (50) or more identical signs are being ordered on a single order, or a lesser quantity when a previous purchase of fifty (50) or more have been ordered from the same vendor. Reverse screened mile marker blanks will be considered standard. The square feet of square, rectangular and triangular signs are to be calculated on actual square footage basis. The square feet for stop signs, school crossing and other irregularly shaped signs are to be calculated using the widest and longest dimensions.

For purposes of this Price Agreement, "special" signs are defined as guide signs that are intended and made for one particular location, signs that do not qualify as "standard" signs (above definition), or signs that are not otherwise specifically referenced by separate bid item in this Price Agreement. Orders for special signs will include two lines of the Price Agreement: The first line item will be for a standard sign with the appropriate substrate and sheeting and the second line item will be the per character line item for each letter and number to be placed on the sign. Special signs may be manufactured using machine cut letters or digital printing.

Signs provided under this Price Agreement must be guaranteed by the sign manufacturer for a length of time not less than the life of the sheeting specified by the sheeting manufacturer.

All items provided under this Price Agreement must comply with all applicable requirements of the Manual on Uniform Traffic Control Devices (MUTCD).

Delivery:

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

All signs ordered under this Price Agreement shall be delivered on sturdy pallets in an upright position, so as not to damage sheeting material, with strapping material for ease and safety of off-loading with forklift or moving with pallet jack. Signs shall be separated using liner paper to eliminate sticking and damage to sheeting material. All sign unit prices should reflect all freight charges. Deliveries may be rejected if load does not comply with these requirements. If an acceptable order is delivered past the deadline required in this Price Agreement, the acceptable order will fall into the late delivery price reduction schedule, which is described in this Price Agreement.

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To ensure timely receipt of sign orders for the NMDOT, the following delivery times shall be met from the date of the purchase order. Signs shall be delivered to the NMDOT traffic store located in Santa Fe, NM, unless otherwise specified on order.

Signs ordered	Required delivery times*	Maximum allowed delivery time**
<u>Square feet</u>	<u># of calendar days</u>	<u># of calendar days</u>
1 - 1,000	30	37
1,001 - 10,000	70	77
10,001 - 20,000	84	91
20,001 - 30,000	98	105
30,001 - 40,000	112	119
40,001 - 50,000	126	133

* The vendor shall be subject to a price reduction equal to one percent (1%) per day for each calendar day the signs are not delivered as specified above.

** The maximum allowed delivery time as shown above should not be exceeded or the vendor could lose the respective portion of the contract to the next lowest bidder.

The following is an example of a typical price reduction:

Only 5,000 sq. ft. of a 10,000 sq. ft. sign order is delivered on time. The remaining 5,000 sq. ft. of the sign order is delivered late (beyond the required forty two (42) days required delivery time). Assume 2,000 sq. ft. is delivered ten (10) days late (fifty two (52) days from purchase order date). Also, assume the remaining 3,000 sq. ft. is delivered twenty five (25) days late. Assume the low bid award is \$3.00 per square feet.

Typical price reduction calculation:

10 days late (10 days) (0.01/day) (2000 sq. ft.) (\$3.00/sq. ft.) = \$600

25 days late (25 days) (0.01/day) (3000 sq. ft.) (\$3.00/sq. ft.) = \$2,250

Total price reduction-----\$600 + \$2,250 = \$2,850

In addition to having a price reduction invoked, the vendor may lose the respective portion of the Price Agreement to the next low bidder for exceeding the maximum allowed delivery time.

The vendor should provide written notice to the NMDOT as soon as possible should the vendor anticipate not being able to meet the required delivery time. By providing written notice as soon as possible, the original vendor could minimize the total price reduction. If the written notice is received within twenty one (21) days of the purchase order date, the NMDOT may determine that no price reduction will be involved for the respective sign order. In addition the NMDOT may determine to use only a half (½) percent per day price reduction if the vendor provides a written notice beyond the twenty one (21) days but within forty two (42) of the date of the purchase order. Once written notice is received, the respective portion of the contract for which signs were ordered as well as the respective purchase order may be awarded and sent to the next low bidder.

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If no written notice is received within forty two (42) days of the date of the purchase order, the vendor shall be responsible for delivery of the signs ordered and a price reduction equal to one percent (1%) per late day shall be assessed. The maximum amount of price reduction that can be assessed by NMDOT shall be an amount equal to the purchase order.

The NMDOT reserves the right to arrange for pick-up of signs at vendor designated manufacturer facility without incurring vendor delivery charges.

Method of Measurement and Payment:

All quantities are to be measured by the District Engineer or their designee and shall be considered final and all payments shall be made on this basis.

Payments and Invoicing:

Within fifteen (15) days after the date the NMDOT receives written notice from the Contractor 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 contract to the Contractor 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 Department's Secretary or their duly authorized representative. The vendor agrees to comply with state laws and rules pertaining to 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 Price Agreement 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. HWY 80
Deming, NM 88031-0231

NMDOT District 2 Store Warehouse
4401 W. Second Street,
Roswell, NM 88202-1457

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NMDOT District 3 Store Warehouse
7500 E. Frontage Rd.,
Albuquerque, NM 87199-1750

NMDOT District 4 Store Warehouse
South Grand Avenue (Old Hwy 85)
Las Vegas, NM 87701-0030

NMDOT District 5 Store Warehouse
7515 South Cerrillos Rd.,
Santa Fe, NM 87502-4127

NMDOT District 6 Store Warehouse
1919 Pinon Drive,
Milan, NM 87021-2159

Invoice To:

New Mexico Department of Transportation
Attn: State Maintenance Bureau
P.O. Box 1149
Santa Fe, NM 87504 -1149

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

New Mexico Department of Transportation
District Two
P.O. Box 1457
Roswell, NM 88202-1457

New Mexico Department of Transportation
District Three
P.O. Box 91750
Albuquerque, NM 87109-3768

New Mexico Department of Transportation
District Four
P.O. Box 10
Las Vegas, NM 87701-0030

New Mexico Department of Transportation
District Five
P.O. Box 4127 (Coronado Station)
Santa Fe, NM 87502-4127

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New Mexico Department of Transportation
District Six
P.O. Box 2159
Milan, NM 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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Items	Approx. Qty.	Unit	Article and Description	Unit Price					
				(AA)	(AB)	(AC)	(AD)	(AE)	(AF)
001	7	Sq. Ft.	Type IX Prismatic Lens Sheeting on Aluminum .125" Thickness - (Standard Signs)	\$9.65	\$9.00	\$9.00			
002	7	Sq. Ft.	Type XI Prismatic Lens Sheeting on Aluminum .125" Thickness - (Standard Signs)	\$9.65	\$9.50	\$9.85			
003	7	Sq. Ft.	Fluorescent Type IX Prismatic Lens Sheeting on Aluminum, .125" Thickness - (Standard Signs)	\$9.65	\$9.00	\$9.00			
004	7	Sq. Ft.	Fluorescent Type XI Prismatic Lens Sheeting on Aluminum, .125" Thickness - (Standard Signs)	\$9.65	\$9.50	\$9.85			
005	24	Each	Legend for Type IX Prismatic Sheeting - Per character. (Special Signs)	\$2.75	\$0.65	\$0.25			
006	20	Each	Legend for Type IV Prismatic Sheeting -Per character. (Special Signs)	\$1.75	\$0.35	\$0.15			
007	5	Sq. Ft.	Fluorescent Type IX Prismatic Lens Sheeting on Aluminum .125" Thickness - (Construction Signs).	\$9.65	\$9.00	\$9.00			
008	5	Sq. Ft.	Fluorescent Type IX Prismatic Lens Sheeting on Aluminum .125" Thickness - (Special Construction Signs).	\$9.65	\$9.00	\$9.00			
009	26	Sq. Ft.	Protective Overlay Film w/ UV protection applied to sign face - Solvent, graffiti, and UV resistant transparent film. Decals indicating presence of film to be applied on the back of the sign.	\$1.20	\$2.00	\$2.00			

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 00-80500-20-16840

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Items	Approx. Qty.	Unit	Article and Description	Unit Price					
				(AA)	(AB)	(AC)	(AD)	(AE)	(AF)
010	27	Sq. Ft.	Interstate Shield Signs - Type XI Prismatic Sheeting on Aluminum .125" Thickness.	\$9.65	\$9.50	\$9.85			
011	28	Sq. Ft.	State Route Marker Signs - Type XI Prismatic Sheeting on Aluminum .125" Thickness with Red Zia Symbol - Numbers to be indicated at time of order.	\$9.65	\$9.50	\$9.85			
012	200	Sq. Ft.	County Route Marker - Type XI Prismatic Sheeting on Aluminum .125" Thickness - Numbers to be indicated at time of order.	\$9.65	\$9.50	\$9.85			
013	29	Sq. Ft.	Hazard Marker Signs - Yellow Background Type IX Prismatic Sheeting with Mounted Yellow (amber) Delineators on Aluminum.	\$15.50	\$9.50	\$9.50			
014	30	Sq. Ft.	Hazard Marker Signs - Black Background Type IX Prismatic Sheeting with Mounted Red Delineators on Aluminum.	\$13.00	\$9.50	\$9.50			
015	32	Sq. Ft.	Street Name Signs - Type XI Prismatic Sheeting on Aluminum .125" Thickness - Back to back included.	\$14.10	\$12.75	\$14.95			
016	37	Sq. Ft.	Multi-Colored Signs - Type IX or XI Prismatic Sheeting on Aluminum .125" Thickness - Type of sheeting to be indicated at time of order. (Special Signs)	\$10.00	\$9.51	\$10.45			
017	400	Sq. Ft.	Multi-Colored Digitally Printed Signs - Type IX or XI Prismatic Sheeting on Aluminum .125" Thickness - Type of sheeting to be indicated at time of order. (Special Signs)	\$10.00	\$9.51	\$10.45			
018	35	Sq. Ft.	Aluminum Sign Blanks .125" Thickness - Cut to specified size, with specified corner radius and holes.				\$3.24	\$3.28	\$3.32

*** 18 Items ***

Certificate Of Completion

Envelope Id: 6C5AA2B96ED64E46AEAACBD980025E8D	Status: Completed
Subject: GSD/SPD Procurement#: 00-80500-20-16840	
Source Envelope:	
Document Pages: 15	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Michael Saavedra
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	13 Bataan Blvd
	Santa Fe, NM 87508
	Michael.Saavedra@state.nm.us
	IP Address: 164.64.63.2

Record Tracking

Status: Original 8/31/2020 7:05:49 AM	Holder: Michael Saavedra Michael.Saavedra@state.nm.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO State of New Mexico GSD-SPD	Location: DocuSign

Signer Events

Valerie Paulk
valerie.paulk@state.nm.us
State Purchasing Agent
New Mexico General Services
Signing Group: 35000 - State Purchasing Agent
Security Level: Email, Account Authentication (None)

Signature

Valerie Paulk

Signature Adoption: Pre-selected Style
Using IP Address: 75.161.89.91
Signed using mobile

Timestamp

Sent: 8/31/2020 7:08:10 AM
Viewed: 8/31/2020 7:10:03 AM
Signed: 8/31/2020 7:10:49 AM

Electronic Record and Signature Disclosure:
Accepted: 5/29/2020 9:40:59 AM
ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	8/31/2020 7:08:10 AM
Certified Delivered	Security Checked	8/31/2020 7:10:03 AM
Signing Complete	Security Checked	8/31/2020 7:10:49 AM
Completed	Security Checked	8/31/2020 7:10:49 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPInfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.