



State of New Mexico General Services Department

Price Agreement

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

Email:
Telephone No.:

Price Agreement Number: **10-80500-20-16848**

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** *RL*

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: **Heavy Equipment Rental**

Term: **January 12, 2021 thru January 11, 2022**

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

Date: 1/12/2021

Mark Hayden, New Mexico State Purchasing Agent

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

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

MM

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16848

Page-2

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16848

Page-3

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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16848

Page-4

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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16848

Page-5

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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16848

Awarded Vendors:

(AA) 0000103580
4 Rivers Holdings LLC
2301 Candelaria Road NE
Albuquerque, NM 87107
(505) 884-2900

Delivery: As Requested

(AB) 000062575
Ahern Rentals Inc
Ahern Rentals Account Receivable
PO BOX 271390
Las Vegas, NV 89127
(505) 247-4300
albdispatch@ahern.com

Delivery: 2 days. \$125 flat fee for delivery within
50 miles of Ahern local offices \$4.50 per mile additional beyond 50 miles

(AC) 0000092769
Century Equipment Rental
6301 Edith Blvd NE
Albuquerque, NM 87107
(505) 433-2246
charles.keller@centuryeq.com

Delivery: As Requested
Preference: Resident

(AD) 0000046137
Frank's Supply Company, Inc.
3311 Stanford Dr. NE
Albuquerque, NM 87107
(505) 878-1284
rental@franks-supply.com

Delivery: Frank's Supply will deliver the rental
equipment at the time and date requested by the end-user.
Preference: Resident

(AE) 0000048609
Golden Equipment Company
721 Candelaria Road NE
Albuquerque, NM 87107
(505) 345-7811
jmcwhorter@goldenequipment.com
mmocho@goldenequipment.com

Delivery: Immediate, subject to availability
Preference: Resident

(AF) 0000098447
H&E Equipment Services Inc
3801 Prince Street SE
Albuquerque, NM 87105
(505) 238-6609
Mianderson2@he-equipment.com

Delivery: As Requested

(AG) 0000008171
Herc Rentals Inc.
PO Box 936257
Atlanta, GA 31193-6257
(505) 344-5500
Steven.LaCourt@hercrentals.com

Delivery: 24-48 upon request, depending on equipment availability

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16848

Page-7

(AH) 0000128524
Komatsu
6101 Pan American Fwy NE
Albuquerque, NM 87109
(505) 720-7493
dennis.trujillo@komatsuna.com

Delivery: 1-3 days from order date

(AI) 0000046837
MCT Industries Inc.
7451 Pan American Frwy. NE
Albuquerque, NM 87109
(505) 345-8651
fmaes@mct-ind.com

Delivery: FOB Albuquerque, NM and Bernalillo NM- 5 days –
if inventory/unit is on hand
Preference: Resident

(AJ) 0000052668
PG Enterprises LLC
301 Murray SE
Albuquerque, NM 87105
(505) 873-9593
payam@pgenterprisesllc.com

Delivery: As Requested
Preference: Resident

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16848

Specifications:

Heavy Equipment Rental Price Agreement:

The purpose of this Invitation to Bid (ITB) is to establish a Price Agreement for Off Road Heavy Equipment Rental for short-term use (less than one year) for the New Mexico Department of Transportation (NMDOT) maintenance patrols and/or special crews.

Terms:

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.

Each item shall be priced to reflect a weekly, monthly, quarterly (three months) and semi-annual (six months) cost. If any items are rented for portion of one week, then the weekly rate shall be pro-rated to reflect the daily cost. For quarterly and semi-annual rentals, the NMDOT shall identify the beginning and ending dates. Contractor shall not charge the NMDOT for full cost of an approved cost if the rental period is not exactly as stated in the weekly, monthly, quarterly, or semi-annual costs. If any portion of the above stated rental periods are shorter or longer, then cost shall be pro-rated at the approved rates to ensure proper payment to contractor.

Tax Note:

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the purchase order and invoice at current rates as a separate item to be paid by 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, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

Method of Award: Award will go to the lowest responsible bidder(s) meeting minimum specifications, terms and conditions. The State reserves the right to award to multiple vendors per item.

Awards will be made to meet the best interests of the State of New Mexico.

Method of award may be to multiple vendors for each item.

The Prices provided for each item, shall include all costs for that particular item.

Utilization of Vendors:

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

1. The selection of a vendor from a multiple source price agreement to provide an item shall be based on the purchase order utilizing pricing contained within this price agreement.
2. The vendor selected to provide requested items shall be the vendor providing items for the specific purchase order at the lowest overall cost to the Department.
3. A vendor not offering the lowest cost to the Department can only be used for the specific project if the vendor providing the lowest overall cost to the Department is unable to provide the requested item(s) due to product availability. The Department may require written correspondence from vendor indicating unavailability to perform specified item.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16848

Escalation/De-escalation Clause:

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

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

- 1) Agreement Item Number
- 2) Current Item Price
- 3) Proposed New Price
- 4) Percentage of Increase

The NMDOT upon review of an escalation or decrease request may require additional supporting documentation prior to providing a written recommendation to the SPD. Final determination on the approval or disapproval of the escalation or decrease request will be made by SPD.

Deliveries:

Deliveries within the State of New Mexico to any job site as required by the NMDOT/Renter. Portal to portal mileage will be measured from the contractor's designated base station to the job site or from an existing job site to a new job site, whichever is less. The district engineer or his designee will verify the distance used for payment and his decision shall be final. The NMDOT/Renter at its own discretion may utilize its own transport truck and trailers to pick up and/or relocate any rental equipment. The NMDOT shall notify the awarded vendor of any relocation.

For the purpose of this item, prior to award, the contractor shall designate any centralized equipment yards from where rental items will be located within the State of New Mexico _____.

The Vendor Agrees To:

- A. Provide competent supervision and skilled personnel to perform all work covered by this price agreement.
- B. Comply with all local, state, and federal laws governing safety, health and sanitation. The Vendor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the safety and health of employees on-the-job, the safety of the public, and to protect property in connection with the performance of the work covered by the price agreement.
- C. Indemnify and hold harmless The State of New Mexico, its officers and employees, against liability, claims, damages, losses and/or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Vendor's 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 price 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 price agreement.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16848

- D. Comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If the Vendor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the purchase order may be cancelled effective immediately.

Insurance Requirements:

The Vendor shall procure and maintain at the Vendor's expense, insurance of the kinds and in amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the price agreement, whether performed by the Vendor, the Vendor's agents or employees or by Sub-Contractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment, employees, agents and Sub-Contractors therefrom.

(A) Public Liability and Automobile Liability Insurance

1. General Liability: bodily injury liability and property damage liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

Bodily Injury Liability:

\$1,000,000 each person; \$2,000,000 each occurrence
(annual aggregate)

Property Damage Liability:

\$2,000,000 each occurrence
(annual aggregate)

- a. The policy to provide this insurance is to be written on a Comprehensive General Liability Form or Commercial General Liability Form which must include the following:
1. Coverage for liability arising out of the operation of independent Contractors
 2. Completed operation coverage
 3. Attachment of the Broad Form Comprehensive General Liability Endorsement
- b. In the event that the use of explosives is a required part of the price agreement, the Vendor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.
- c. In the event that a form of work next to an existing building or structure is a required part of price agreement, the Vendor's insurance must include coverage for injury to or destruction of property arising out of:
1. The collapse of or structural injury to building or structures due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of building or structures or removal or rebuilding of structural supports thereof.
- d. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground. If such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging, or drilling, or to injury to or destruction of property at any time resulting there from.
2. Automobile liability insurance coverage for the Vendor (whether included in the policy providing general liability insurance or in a separate policy) must provide liability for the ownership, operation

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16848

and maintenance of owned, non-owned, and hired cars. The limits of liability for automobile liability insurance shall be provided in the following amounts:

Bodily Injury Liability:

\$1,000,000 each person; \$2,000,000 each occurrence
(annual aggregate)

Property Damage Liability:

\$2,000,000 each occurrence (annual aggregate)

- (B) **Worker's compensation insurance:** The Vendor shall also carry Worker's Compensation Insurance or otherwise fully comply with provisions of the New Mexico Workman's Compensation Act and Occupational Disease Disablement Law.

If the Vendor is an "owner-operator" of such equipment, it is agreed that the State of New Mexico assumes no responsibility, financial or otherwise, for any injuries sustained by the "owner-operator" during the performance of said price agreement.

- (C) **Certificate of Insurance/Department as Additional Insured:** The Vendor being awarded this Price Agreement shall furnish evidence of Vendor's insurance coverage by a Certificate of Insurance. The Certificate of Insurance shall be required prior to the "Notice to Proceed" is issued.

The Vendor shall have the New Mexico Department of Transportation named as an additional insured on the Comprehensive General Liability Form or Commercial General Liability Form furnished by the Vendor, pursuant to Paragraph (A) 1 and (A) 2, of this subsection. The Certificate of Insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance.

The Certificate of Insurance shall also indicate compliance with these specifications and shall certify that the coverage shall not be changed, cancelled or allowed to lapse without giving the NMDOT thirty (30) days written notice. Also, a Certificate of Insurance shall be furnished to the New Mexico Department of Transportation on renewal of a policy or policies as necessary during the terms of this price agreement.

The NMDOT shall not issue a notice to proceed until such time as the above requirements have been met.

- (D) **Umbrella Coverage:** The insurance limits cited in the above paragraphs are minimum limits. This specification is no way intended to define what constitutes adequate insurance coverage for individual Vendor. The NMDOT will recognize following form excess coverage (Umbrella) as meeting the requirements of Subsection (A) 1.a of this price agreement, should such insurance otherwise meet all requirements of such subsections.

- (E) **Other Required Insurance:** The Vendor shall procure and maintain, when required by the NMDOT form and types of bailee insurance such as, but not limited to, builder's risk insurance, Vendor's equipment insurance, rigger's liability property insurance, etc. In an amount necessary to protect the NMDOT against claims, losses, and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the Vendor, including property of others being installed, erected or worked upon by the Vendor, his agents, or Sub-Contractors.

- (F) **Railroad Insurance:** In the event that railroad property is affected by the subject price agreement, the Vendor, in addition to the above requirements, shall be required to furnish a Railroad Protective Liability policy in the name of the railroad company involved. In addition, on those rails that are used by the National Railroad

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16848

Passenger Corporation (NRPC), the Vendor will also obtain a Railroad Protective Liability Policy in the name of NRPC.

The limits of liability for the Railroad Protective Liability Policy (or policies) must be negotiated with the railroad company on a hazard and risk basis. In no event will the limits exceed the following:

Bodily Injury Liability, Property Damage Liability:

\$2,000,000 each occurrence

Liability and Physical Damage to Property:

\$6,000,000 aggregate

The limits of liability stated above apply to the coverage's as set forth in the Railroad Protective Liability Endorsement Form, subject to the terms, conditions, and exclusions found in the form.

The policy must afford coverage as provided in the Standard Railroad Protective Liability Endorsement (AASHTO Form).

The Vendor shall be considered an independent Contractor and not an employee of the State of New Mexico. However, directions as to the time and place of performance and compliance with rules and regulations may be required by the using Agency.

The conditions listed in the above paragraphs are an integral part of this bid and shall be the conditions regulating the performance of any price agreement between the Bidder and the State of New Mexico and any Commission, Divisions, or Department thereof.

Billing Locations and Contacts:

The awarded contractor(s) shall bill each individual District for their respective rentals within their District locations listed below:

New Mexico Department of Transportation
District One
Procurement Section
2912 E. Pine Street
Deming, N.M. 88030
Contact: Carmen Reyes (575) 545-2592

New Mexico Department of Transportation
District Two
Procurement Section
4505 West Second Street
P.O. Box 1457
Roswell, N.M. 88202-1457
Contact: Moises Garcia (575) 500-2507

New Mexico Department of Transportation
District Five
Procurement Section
7315 Cerrillos Road 87507
P.O. Box 4127 (Coronado Station)
Santa Fe, N.M. 87502-4127
Contact: Laura Romero (505) 690-6709

New Mexico Department of Transportation
District Six
Procurement Section
1919 Pinon Drive (87021)
P.O. Box 2160
Milan, N.M. 87021-2159
Contact person: Michael Neely (505) 240-5202

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16848

Page-13

New Mexico Department of Transportation
District Three
Procurement Section
7500 Pan American Frwy NE
P.O. Box 91750
Albuquerque, N.M. 87109-1750
William Morrow (505) 218-3146

New Mexico Department of Transportation
General Office Training Academy Roswell
Training Director
735 Earl Cummings Loop
P.O. Box 8578
Roswell, NM 88202-5878
Contact: Patricia Hairston (575) 637-7840

New Mexico Department of Transportation
District Four
Procurement Section
28 Bibb Industrial Dr.
P.O. Box 10
Las Vegas, N.M. 87701-0030
Contact: Krista Gold (505) 652-8401

New Mexico Department of Transportation
General Office, Fleet Management Bureau
1120 Cerrillos Road, Bldg. SB-2
P.O. Box 1149
Santa Fe, N.M., 87504-1149
Contact: Joaquin Tapia (505) 216-8790

***** End of Bid Specifications *****

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16848

Awarded Items:

Items	Unit	Article and Description	Unit Price			
1	Each	Wheel loader 2-3 CY; weekly				
			(AA)	(AB)	(AC)	(AD)
			\$1,615.00	\$1,635.00	\$1,200.00	\$1,600.00
			(AF)	(AG)	(AH)	(AJ)
			\$1,645.00	\$1,782.00	\$1,400.00	\$1,400.00
2	Each	Wheel loader 2-3 CY; monthly				
			(AA)	(AB)	(AC)	(AD)
			\$4,675.00	\$4,205.00	\$3,600.00	\$4,260.00
			(AF)	(AG)	(AH)	(AJ)
			\$4,150.00	\$4,968.00	\$4,200.00	\$4,200.00
3	Each	Wheel loader 2-3 CY; quarterly (3 month)				
			(AA)	(AB)	(AC)	(AD)
			\$13,200.00	\$12,615.00	\$10,800.00	\$12,780.00
			(AF)	(AG)	(AH)	(AJ)
			\$12,450.00	\$14,904.00	\$11,400.00	\$12,600.00
4	Each	Wheel loader 2-3 CY; semi-annual (6 month)				
			(AA)	(AB)	(AC)	(AD)
			\$26,400.00	\$25,230.00	\$21,600.00	\$25,560.00
			(AF)	(AG)	(AH)	(AJ)
			\$24,900.00	\$29,808.00	\$22,800.00	\$25,200.00
5	Each	Backhoe loader, enclosed cab, general purpose; weekly				
			(AA)	(AB)	(AC)	(AD)
			\$850.00	\$1,115.00	\$833.00	\$990.00
			(AE)	(AF)	(AG)	(AJ)
			\$648.00	\$875.00	\$918.00	\$800.00
6	Each	Backhoe loader, enclosed cab, general purpose; monthly				
			(AA)	(AB)	(AC)	(AD)
			\$2,550.00	\$2,615.00	\$2,500.00	\$2,200.00
			(AE)	(AF)	(AG)	(AJ)
			\$1,944.00	\$1,995.00	\$2,214.00	\$2,400.00

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 10-80500-20-16848

7	Each	Backhoe loader, enclosed cab, general purpose; quarterly (3 month)			
		(AA)	(AB)	(AC)	(AD)
		\$7,200.00	\$7,845.00	\$7,500.00	\$6,600.00
		(AE)	(AF)	(AG)	(AJ)
		\$5,832.00	\$5,985.00	\$6,642.00	\$7,200.00
8	Each	Backhoe loader, enclosed cab, general purpose; semi-annual (6 month)			
		(AA)	(AB)	(AC)	(AD)
		\$14,400.00	\$15,690.00	\$15,000.00	\$13,200.00
		(AE)	(AF)	(AG)	(AJ)
		\$11,644.00	\$35,910.00	\$13,284.00	\$14,400.00
9	Each	Broom, sweeper, enclosed cab, 8' brush; weekly			
		(AA)	(AB)	(AE)	(AF)
		\$595.00	\$725.00	\$800.00	\$795.00
		(AH)	(AJ)	(AG)	
		\$600.00	\$850.00	\$907.00	
10	Each	Broom, sweeper, enclosed cab, 8' brush; monthly			
		(AA)	(AB)	(AE)	(AF)
		\$1,700.00	\$1,895.00	\$2,400.00	\$1,750.00
		(AH)	(AJ)	(AG)	
		\$1,800.00	\$2,550.00	\$2,268.00	
11	Each	Broom, sweeper, enclosed cab, 8' brush; quarterly (3 month)			
		(AA)	(AB)	(AE)	(AF)
		\$4,080.00	\$5,685.00	\$7,200.00	\$5,250.00
		(AH)	(AJ)	(AG)	
		\$5,400.00	\$7,650.00	\$6,804.00	
12	Each	Broom, sweeper, enclosed cab, 8' brush; semi-annual (6 month)			
		(AA)	(AB)	(AE)	(AF)
		\$8,160.00	\$11,370.00	\$14,400.00	\$10,500.00
		(AG)	(AH)	(AJ)	
		\$13,608.00	\$10,800.00	\$15,300.00	

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16848

13	Each	Excavator, minimum 10,000 lbs/12' dig depth; weekly					
		(AA)	(AB)	(AC)	(AD)	(AE)	
		\$935.00	\$1,145.00	\$800.00	\$990.00	\$800.00	
		(AF)	(AG)	(AH)	(AJ)		
		\$895.00	\$1,242.00	\$500.00	\$800.00		
14	Each	Excavator, minimum 10,000 lbs/12' dig depth; monthly					
		(AA)	(AB)	(AC)	(AD)	(AE)	
		\$2,762.50	\$2,355.00	\$2,400.00	\$2,845.00	\$2,400.00	
		(AF)	(AG)	(AH)	(AJ)		
		\$2,175.00	\$3,181.00	\$1,500.00	\$2,400.00		
15	Each	Excavator, minimum 10,000 lbs/12' dig depth; quarterly (3 month)					
		(AA)	(AB)	(AC)	(AD)	(AE)	
		\$7,800.00	\$7,065.00	\$7,200.00	\$8,535.00	\$7,200.00	
		(AF)	(AG)	(AH)	(AJ)		
		\$6,525.00	\$9,543.00	\$4,500.00	\$7,200.00		
16	Each	Excavator, minimum 10,000 lbs/12' dig depth; semi-annual (6 month)					
		(AA)	(AB)	(AC)	(AD)	(AE)	
		\$15,600.00	\$14,130.00	\$14,400.00	\$17,070.00	\$14,400.00	
		(AF)	(AG)	(AH)	(AJ)		
		\$13,050.00	\$19,086.00	\$9,000.00	\$14,400.00		
17	Each	Roller, steel wheel, 4-6 ton; weekly		(AA)	(AC)	(AE)	
				\$850.00	\$1,170.00	\$1,040.00	
				(AG)	(AJ)	(AF)	
				\$1,177.00	\$770.00	\$995.00	
18	Each	Roller, steel wheel, 4-6 ton; monthly		(AA)	(AB)	(AC)	(AF)
				\$23,800.00	No Bid	\$3,500.00	\$2,295.00
				(AG)	(AJ)	(AE)	
				\$2,684.00	\$2,310.00	\$3,120.00	
19	Each	Roller, steel wheel, 4-6 ton; quarterly (3 month)		(AA)	(AC)	(AF)	
				\$6,720.00	\$10,500.00	\$6,885.00	
				(AG)	(AJ)	(AE)	
				\$8,052.00	\$6,930.00	\$9,360.00	

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16848

Page-17

20	Each	Roller, steel wheel, 4-6 ton; semi-annual (6 month)	(AA)	(AC)	(AE)
			\$13,440.00	\$21,000.00	\$18,720.00
			(AJ)	(AF)	(AG)
			\$13,860.00	\$13,770.00	\$16,104.00
21	Each	Roller, pneumatic wheel 8-12 ton; weekly		(AE)	(AJ)
				\$1,200.00	\$690.00
22	Each	Roller, pneumatic wheel 8-12 ton; monthly		(AE)	(AJ)
				\$3,600.00	\$2,070.00
23	Each	Roller, pneumatic wheel 8-12 ton; quarterly (3 month)		(AE)	(AJ)
				\$10,800.00	\$6,210.00
24	Each	Roller, pneumatic wheel 8-12 ton; semi-annual (6 month)		(AE)	(AJ)
				\$21,600.00	\$12,420.00
25	Each	Light tower, 22' telescoping mast; weekly	(AB)	(AD)	(AE)
			\$315.00	\$285.00	\$240.00
			(AF)	(AJ)	(AG)
			\$265.00	\$290.00	\$405.00
26	Each	Light tower, 22' telescoping mast; monthly	(AB)	(AD)	(AE)
			\$725.00	\$715.00	\$720.00
			(AF)	(AJ)	(AG)
			\$495.00	\$870.00	\$873.00
27	Each	Light tower, 22' telescoping mast; quarterly (3 month)	(AB)	(AD)	(AE)
			\$2,175.00	\$2,145.00	\$2,160.00
			(AF)	(AG)	(AJ)
			\$1,485.00	\$2,619.00	\$2,610.00
28	Each	Light tower, 22' telescoping mast; semi-annual (6 month)	(AB)	(AD)	(AE)
			\$4,350.00	\$4,290.00	\$4,320.00
			(AF)	(AG)	(AJ)
			\$2,970.00	\$5,238.00	\$5,220.00
29	Each	Motor grader, minimum. 170-200hp; weekly	(AB)	(AE)	(AH)
			\$3,725.00	\$2,160.00	\$2,100.00
				\$2,100.00	\$2,900.00

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16848

30	Each	Motor grader, minimum 170-200hp; monthly				
			(AB)	(AE)	(AH)	(AJ)
			\$7,375.00	\$6,480.00	\$6,300.00	\$8,700.00
31	Each	Motor grader, minimum 170-200hp; quarterly (3 month)				
			(AB)	(AE)	(AH)	(AJ)
			\$22,125.00	\$19,440.00	\$18,900.00	\$26,100.00
32	Each	Motor grader, minimum 170-200hp; semi-annual (6 month)				
			(AB)	(AE)	(AH)	(AJ)
			\$44,250.00	\$38,880.00	\$37,800.00	\$52,200.00
33	Each	Skid steer loader, minimum 86hp; weekly		(AB)	(AD)	(AE)
				\$1,075.00	\$930.00	\$575.00
				(AF)	(AG)	(AJ)
				\$1,195.00	\$1,134.00	\$800.00
34	Each	Skid steer loader, minimum 86hp; monthly		(AB)	(AD)	(AE)
				\$2,595.00	\$2,015.00	\$1,728.00
				(AF)	(AJ)	(AG)
				\$2,750.00	\$2,400.00	\$2,592.00
35	Each	Skid steer loader, minimum 86hp; quarterly (3 month)		(AB)	(AD)	(AE)
				\$7,785.00	\$6,045.00	\$5,184.00
				(AF)	(AG)	(AJ)
				\$8,250.00	\$7,776.00	\$7,200.00
36	Each	Skid steer loader, minimum 86hp; semi-annual (6 month)		(AB)	(AD)	(AE)
				\$15,570.00	\$12,090.00	\$10,368.00
				(AF)	(AG)	(AJ)
				\$16,500.00	\$15,552.00	\$14,400.00
41	Each	Broom, sweeper, enclosed cab, 8' brush; weekly				
			(AB)	(AE)	(AF)	(AH)
			\$725.00	\$800.00	\$795.00	\$500.00
						(AJ)
						\$850.00

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16848

42	Each	Broom, sweeper, enclosed cab, 8' brush; monthly				
		(AB)	(AH)	(AE)	(AF)	(AJ)
		\$1,895.00	\$1,500.00	\$2,400.00	\$1,750.00	\$2,550.00
43	Each	Broom, sweeper, enclosed cab, 8' brush; quarterly (3 month)				
		(AB)	(AE)	(AF)	(AH)	(AJ)
		\$5,685.00	\$7,200.00	\$5,250.00	\$4,500.00	\$7,650.00
44	Each	Broom, sweeper, enclosed cab, 8' brush; semi-annual (6 month)				
		(AB)	(AE)	(AF)	(AH)	(AJ)
		\$11,370.00	\$14,400.00	\$10,500.00	\$9,000.00	\$15,300.00
45	Each	50 ton lowboy trailer or approved equivalent; weekly			(AI)	(AJ)
				\$1,083.00	\$425.00	
46	Each	50 ton lowboy trailer or approved equivalent; monthly			(AI)	(AJ)
				\$3,250.00	\$1,275.00	
47	Each	50 ton lowboy trailer or approved equivalent; quarterly (3 month)			(AI)	(AJ)
				\$9,450.00	\$3,825.00	
48	Each	50 ton lowboy trailer or approved equivalent; semi-annual (6 month)			(AI)	(AJ)
				\$18,300.00	\$7,650.00	
49	Each	20 ton utility trailer; weekly			(AI)	(AJ)
				\$400.00	\$325.00	
50	Each	20 ton utility trailer; monthly			(AI)	(AJ)
				\$1,250.00	\$975.00	
51	Each	20 ton utility trailer; quarterly (3 month)			(AI)	(AJ)
				\$3,600.00	\$2,925.00	
52	Each	20 ton utility trailer; semi-annual (6 month)			(AI)	(AJ)
				\$6,900.00	\$5,850.00	
53	Each	Trailer message board; weekly				(AJ)
					\$675.00	
54	Each	Trailer message board; monthly				(AJ)
					\$2,025.00	

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16848

Page-20

55	Each	Trailer message board; quarterly (3 month)				(AJ)
					\$6,075.00	
56	Each	Trailer message board; semi-annual (6 month)				(AJ)
					\$12,150.00	
57	Each	Vactor or Vaccon; weekly	(AB)	(AJ)		
			\$1,525.00	\$580.00		
58	Each	Vactor or Vaccon; monthly	(AB)	(AJ)		
			\$4,475.00	\$1,740.00		
59	Each	Vactor or Vaccon; quarterly (3 month)	(AB)	(AJ)		
			\$13,425.00	\$5,220.00		
60	Each	Vactor or Vaccon; semi-annual (6 month)	(AB)	(AJ)		
			\$26,850.00	\$10,440.00		
61	Each	Transport truck 54k GVWR, weekly				(AJ)
					\$1,175.00	
62	Each	Transport truck 54k GVWR, monthly				(AJ)
					\$3,525.00	
63	Each	Transport truck 54k GVWR, quarterly (3 month)				(AJ)
					\$10,575.00	
64	Each	Transport truck 54k GVWR, semi-annual (6 month)				(AJ)
					\$21,150.00	
69	Each	Excavator, large; weekly	(AA)	(AB)	(AE)	(AF)
			\$2,890.00	\$2,195.00	\$1,920.00	\$1,795.00
			(AG)	(AH)	(AJ)	
			\$2,117.00	\$1,900.00	\$1,880.00	
70	Each	Excavator, large; monthly	(AA)	(AB)	(AE)	(AF)
			\$8,500.00	\$5,695.00	\$5,760.00	\$5,495.00
			(AG)	(AH)	(AJ)	
			\$5,535.00	\$5,100.00	\$5,640.00	

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 10-80500-20-16848

Page-21

71	Each	Excavator, large; quarterly (3 month)	(AA)	(AB)	(AE)	(AF)
			\$24,000.00	\$17,085.00	\$17,280.00	\$16,485.00
			(AG)	(AH)	(AJ)	
			\$16,605.00	\$15,300.00	\$16,920.00	
72	Each	Excavator, large; semi-annual (6 month)	(AA)	(AB)	(AE)	(AF)
			\$48,000.00	\$34,170.00	\$34,560.00	\$32,970.00
			(AG)	(AH)	(AJ)	
			\$33,210.00	\$30,600.00	\$33,840.00	
73	Each	Water Truck; weekly	(AA)	(AB)	(AD)	(AE)
			\$1,190.00	\$875.00	\$1,225.00	\$696.00
			(AF)	(AG)	(AI)	(AJ)
			\$1,100.00	\$2,052.00	\$1,420.00	\$800.00
74	Each	Water Truck; monthly	(AA)	(AB)	(AD)	(AE)
			\$3,400.00	\$2,125.00	\$3,275.00	\$2,088.00
			(AF)	(AG)	(AI)	(AJ)
			\$2,750.00	\$4,536.00	\$4,250.00	\$2,400.00
75	Each	Water Truck; quarterly (3 month)	(AA)	(AB)	(AD)	(AE)
			\$9,600.00	\$6,375.00	\$9,825.00	\$6,264.00
			(AF)	(AG)	(AI)	(AJ)
			\$8,250.00	\$13,608.00	\$12,000.00	\$7,200.00
76	Each	Water Truck; semi-annual (6 month)	(AA)	(AB)	(AD)	(AE)
			\$19,200.00	\$12,750.00	\$19,650.00	\$1,528.00
			(AF)	(AG)	(AI)	(AJ)
			\$16,500.00	\$27,216.00	\$22,800.00	\$14,400.00
77	Mile	Delivery/Transport	(AA)	(AB)	(AD)**	(AE)
			\$6.00	\$125.00	\$4.00	\$5.00
			(AF)	(AG)***	(AH)	(AJ)
			\$2.00	See Below	\$5.00	\$4.00

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 10-80500-20-16848

78	Each	Percent discount for other equipment not listed	(AA)	(AB)	(AD)**
			15%	10% Per day, 15% Per week, 20% Per month	Day rate = 5%; Week rate - 10%; 4-week, Art and Semi-annual = 20%
			(AE)	(AG)	(AH)
			20%	\$0.10	\$0.15
			(AI)	(AJ)	(AK)
			\$0.00	\$0.00	\$0.10
<p>*Item 77 Vendor (AB): \$125 Flat fee up to 50 miles from Ahern location. Additional \$4.50 per mile over 50 miles</p>					
<p>**Item 77 Vendor (AD): \$4.00 Per loaded mile</p>					
<p>*** Item 77 Vendor (AG): Deliveries inside Albuquerque City Limits will be \$150 Each Way Deliveries outside Albuquerque City Limits will be \$150 Each Way +\$3.50 for each additional mile outside the city Outside Hauling will be at \$5.50 per mile with a minimum delivery fee of \$150 Each Way</p>					

***** 70 Items Awarded Total *****