



# State of New Mexico General Services Department

## Price Agreement

**Awarded Vendor:**  
**Five Vendors Awarded- See page 6 for details**

**Email:**  
**Telephone No.:**

Price Agreement Number: **10-80500-20-16863**

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:**

**For questions regarding this agreement please contact:**  
**Angela Martinez-**

**Title: Asphalt Emulsions and Associated Products**

**Term: January 8, 2021 thru January 7, 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**

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

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 #: 10-80500-20-16863

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 #: 10-80500-20-16863

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 #: 10-80500-20-16863

**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 #: 10-80500-20-16863

**Awarded Vendors:**

(AA) 0000093299  
Desert West Enterprises, LLC  
PO Box 3000  
Roswell, NM 88202-3000  
(575) 623-3990  
larry@desertwestllc.com  
hannah@desertwestllc.com  
Delivery: As Requested

(AB) 0000133906  
Ergon Asphalt & Emulsions Inc.  
49 E Martin Street  
Roswell, NM 88203  
(575) 347-9727  
(505) 508-9790  
ralph.meeks@ergon.com  
Delivery: FOB

(AC) 0000053538  
Holly Frontier Refining & Marketing LLC  
PO Box 26743  
Albuquerque, NM 87125  
(505) 344-3526  
diana.Bradley@hollyfrontier.com  
Delivery: Within 16 hours

(AD) 0000094246  
Sunland Asphalt & Construction, Inc  
1625 E Northern Ave  
Phoenix, AZ 85020  
(505) 350-1412  
nnicholson@sunlandasphalt.com  
Delivery: 5204 2nd St. NW  
Albuquerque, NM 87107

(AE) 0000063335  
SYH LLC  
dba Seal Master  
PO Box 27747  
Albuquerque, NM 87125  
(575) 649-2934  
(505) 822-8881  
ale@sealmasterabq.com  
Delivery: As Requested

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Page-7

**Specifications:**

**Asphalt Emulsions and Associated Products:**

The purpose of this Invitation to Bid (ITB) is to establish a Price Agreement for Asphalt Emulsions and Associated Products for the New Mexico Department of Transportation (NMDOT). This Price Agreement includes materials, labor and equipment as per the specifications contained herein.

All work performed under this Price Agreement shall meet the specifications as set forth in this Invitation to Bid, 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 (505) 469-4983.

The Vendor shall perform with its own organization at least 40% of the work based on the total purchase order amount and comply with section 108.1 of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition.

Pursuant to the Contractor Prequalification Rule 18.27.5 NMAC, Vendors shall obtain prequalified status with the NMDOT as a condition to submitting a bid.

Bid items where there is no distributor identified within the bid item, shall only be bid on by a vendor capable of producing and independently certifying the material. Bids submitted by vendors who are unable to meet this criteria will be considered non responsive for that bid item and the bid will be rejected.

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:**

The term of this price agreement shall be for one (1) year from date of award with no option to extend. This price agreement shall not exceed one (1) year.

**Performance, Payment and Material Bonds:**

Upon the issuance of a purchase order, the awarded Vendor(s) must provide a performance bond, payment and materials bond equal to 100% of the total purchase order. Said bonds must be provided to the requesting District Engineer or their designee prior to the commencement of work. Failure to comply shall result in the purchase order being issued to another awarded vendor and difference being charged back to the originally awarded Vendor(s).

The performance bond is to secure the NMDOT for losses and damages sustained by reason of default by Vendor. A payment bond is to guarantee that subcontractors and material suppliers on the project will be paid. The materials bond is to guarantee availability of equipment and acceptance of product.

**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.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Page-8

**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.

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 vendor 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. When bidding, enter the amounts for the respective bid item unit prices to a maximum of three (3) decimal places.

The Vendor shall be considered an independent Contractor and not an employee of the State of New Mexico. The NMDOT shall provide direction regarding the time and place of performance and compliance with rules and regulations required by this price agreement.

**Bid Review:**

NMDOT shall perform a bid analysis of all bids received for this Invitation to Bid, that require the technical expertise of an engineer. This includes a determination of qualification in accordance with the technical standards and requirements of the specifications. The analysis and recommendation for award will be sent to the State Purchasing Division (SPD) for final determination and awarding.

**Method of Award:**

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

This price agreement may be awarded to one (1) or more vendors, but not to exceed three (3) vendors per item.

**Minimum Requirements:**

**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 award price agreement to complete a project 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 project costs for each awarded Vendor.
3. The Vendor selected to perform the work on the project shall be the Vendor providing services for the specific project estimate at the lowest overall cost to the NMDOT and able to meet all project delivery requirements including project schedule. A Vendor **not** offering the lowest cost to the NMDOT can be used for the specific project if the Vendor providing the lowest overall cost is unable to meet all project 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



State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Page-9

District Engineer or their designee. All supporting documentation shall be maintained in the project file.

**Public Works minimum Wage Act:**

This is a Public Works Price Agreement subject to the provisions of the Public Works Minimum Wage Act, Section 13-4-11 through 13-4-17, et. Seq. NMSA 1978 as amended. Minimum Wage Rates as determined and published by the New Mexico Department of Workforce Solutions (NMDWS), Santa Fe, New Mexico shall be in effect and utilized by the Vendor during the life of this Price Agreement.

If a Vendor or Subcontractor is willfully paying employees covered by the Public Works Minimum Wage Act, lower rates than required, the Vendor or subcontractor may lose their right to proceed with the work.

**Price Agreement Order:**

For projects over \$60,000.00 where a purchase order has been issued, a Wage Rate Decision number must be requested by the NMDOT. The Wage Rate Decision number can be obtained through the New Mexico Department of Work Force Solutions, Public Works Section. NMDOT must be registered through the Public Works website that can be accessed at:

<http://www.dws.state.nm.us/pwaa/LRDEmployer/Core/Login.ASPX>

**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.

- 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.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

- E. Be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance.

**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

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

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 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

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

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 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 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.

**Payments and Invoicing:**

Within fifteen (15) days after the date the NMDOT receives written notice from the Vendor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the NMDOT shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the NMDOT finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty (30) days 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

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Page-13

that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the Vendor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the purchase order to the Vendor at the rate of one and a half (1½) percent per month. For purchases funded by state or federal grants to local public bodies, if the public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Vendor within five (5) working days of receipt of funds from that funding agency.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the New Mexico Department of Transportation's Secretary of his/her 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 purchase order may be canceled effective immediately.

**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 SPD. Final determination on the approval or disapproval of the escalation request will be made by SPD.

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

**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 of New Mexico does not guarantee any amount of work.

Questions concerning this Price Agreement shall be directed to Raelynn Lujan [raelynn.lujan@state.nm.us](mailto:raelynn.lujan@state.nm.us) before award after award contact Angela Martinez [angelal.martinez2@state.nm.us](mailto:angelal.martinez2@state.nm.us)

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Page-14

**SPECIFICATIONS FOR ASPHALT EMULSIONS AND ASSOCIATED PRODUCTS:****Description:**

This Price Agreement is for furnishing and/or application of asphalt materials. The following sections of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, Special Provisions and Supplemental Specifications (current editions) shall be an integral part of these specifications. Section 104- Scope Of Work, Section 105 - Control Of Work, Section 106 - Control Of Materials, Section 402 - Asphalt Materials and Minerals Admixtures, Section 407 - Tack Coat, Section 408 - Prime Coat, Special Provision 407-A – Rubberized Fog Seal, and Special Provision 407B - Colloid Asphalt Emulsion.

**Sampling & Testing:**

When supplying asphalt products to the NMDOT, the vendor shall abide by the following in addition to section 402.2.1.5 Sampling and Testing:

1. On Friday of each week, in which the vendor is shipping asphalt products, the vendor will provide the NMDOT State Materials Bureau a report of the following information;
  - A. Customer (District Patrol or District Crew)
  - B. Project Scope
  - C. Type of Material
  - D. Amount of Material Supplied per Week
  - E. Amount of Material per Project
  - F. Price Agreement Item Number of Material
2. The vendor will send certificates of compliance with each load of asphalt product delivered to the jobsite. The certificates of compliance will be given to the District Engineer or their designee at the jobsite. All tankers shall be sealed when they arrive to the jobsite.
3. When requested by the NMDOT, vendor(s) shall provide samples, using AASHTO T40, Standard Method of Test for Sampling Asphalt Materials under the direct supervision of certified sampling personnel and witnessed by the District Engineer or their designee. Vendor shall have a certified sampler at all projects where sampling is requested by the NMDOT within three (3) hours from the time of request. Failure to have a certified sampler at the discharge location specified, within this required timeframe can be grounds for rejection of the load. The determination to reject a load will be solely at the discretion of the District Engineer or their designee. The determination factors for a load being rejected shall be documented in writing and become part of the project file. All cost incurred by the vendor for rejected loads shall be the responsibility of the vendor.

Samples will be taken from the discharge side of the delivery truck at the jobsite and can be taken for any project material purchased under this price agreement. Samples shall be taken on the base emulsions and not on dilutes. The minimum sampling frequency will be one sample, per month statewide. A sample shall consist of three (3) separate half gallon sub-samples. Acceptable sample containers shall be wide mouth jars made of plastic with lined screw lid meeting AASHTO T40-02, 7.1.2 and 7.1.3. All sample containers shall be identified using department Form MT-85. On projects selected to submit samples, the District Engineer or their designee shall immediately ship the samples to the NMDOT State Materials Bureau (Chemistry Unit) for testing.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Page-15

4. All three sub-samples shall be tested by the NMDOT State Materials Bureau or a certified lab on contract with the NMDOT. If two of the test results of the sub-samples designate failing material and do not meet specifications in the requirements identified in this agreement, then applicable factors in Table 1 “Pay Adjustment Factor Based on Emulsified Asphalt Test Results” will be implemented by the District Engineer or their designee. The Pay Adjustment Factor will apply to the total tonnage of material used for the one (1) day’s total production for that project, for the day the sample was taken. If there are multiple failures for each test on the same sample, the District Engineer or their designee will use the lowest pay adjustment factor of all the tests. Haul tickets shall be adjusted to reflect these price adjustments.

If the vendor desires to appeal the price adjustment, the vendor shall submit a written request to the District Engineer or their designee within fourteen (14) calendar days of the reported test results. The request must describe, in full, the grounds and circumstances for the appeal. The appeal request will be reviewed by the District Engineer or the Maintenance ADE and will either be accepted or denied. The District Engineer or Maintenance ADE shall issue a letter stating the grounds for the decision to the vendor and any applicable price adjustment will be executed on the invoice.

The vendor shall provide certificates of compliance for all products to the District Engineer or their designee.

**TABLE 1**  
**Pay Adjustment Factor<sup>1</sup>**  
**Based on Emulsified Asphalt Test Results**

<b>Specified Property</b>	<b>Deviation % of Spec Value</b>	<b>Pay Factor Applied</b>
Viscosity, Saybolt Furol @ 77°F. Deviation below min or above max spec value	0 – 8%	1.00
	>8 – 15%	0.90
	>15 – 30%	0.80
	>30%	0.75
Viscosity, Saybolt Furol @ 122°F Deviation below min or above max spec value	0 – 14%	1.00
	>14 – 28%	0.90
	>28 – 42%	0.80
	>42%	0.75
% Residue by Distillation	0.0 – 1.5%	1.00
	>1.5 – 2.0%	0.75
	>2.0%	0.50
Penetration of Residue Deviation below min spec value	0 – 8%	1.00
	>8 – 12%	0.90
	>12 – 24%	0.80
	>24%	0.75
Penetration of Residue Deviation above max spec value	0 – 4%	0.85
	>4 – 8%	0.75
	>8%	0.50

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Ductility of Residue @ 77 °F, 2-inch/min	0 – 5%	0.98
	>5 – 10%	0.95
	>10 – 15%	0.90
	>15 – 23%	0.85
	>23 – 30%	0.80
	>30%	0.75
Float Test of Residue @ 140 °F, Seconds	0 – 4%	0.98
	>4 – 8%	0.95
	>8 – 12%	0.90
	>12 – 16%	0.85
	>16 – 20%	0.80
	>20 – 24%	0.75
	>24 – 28%	0.70
	>28 – 32%	0.65
>32%	0.60	
% Elastic Recovery of Residue	0 – 2%	1.00
	>2 – 8%	0.90
	>8 – 12%	0.80
	>12%	0.75

<sup>1</sup>Price Reduction will be applied to vendor's invoice price of emulsified asphalt

**Materials:**

The Vendor will provide to the NMDOT State Materials Bureau proof that the asphalt materials provided have met the following specifications:

1. Anionic Emulsified Asphalt - AASHTO M 140
2. Cationic Emulsified Asphalt – AASHTO M 208
3. Polymer Modified Cationic Emulsified Asphalt - AASHTO M 316 with the following exceptions; 1) Use AASHTO T59 distillation method to recover residue with the following exception; Bring the temperature on the lower thermometer slowly to 350 Degrees Fahrenheit +/- 0 Degrees Fahrenheit. Maintain at this temperature for twenty (20) minutes. Complete total distillation in 60 +/- 5 minutes from the first application of heat. 2) Residue must meet either force ratio or elastic recovery requirements.
4. High Float Emulsions - Section 402 of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions and supplemental specifications (current editions).
5. Polymer Modified High Float Emulsions - Section 402 of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions and supplemental specifications (current editions)
6. Rapid-Set Polymer-Modified High-Float Emulsions - Section 402 of the New Mexico Department of



State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Page-17

Transportation Standard Specifications for Highway and Bridge Construction, special provisions and supplemental specifications(current edition) with the following exception; Viscosity, Saybolt Furol @ 122 Degrees Fahrenheit shall be 100 + seconds.

7. Asphalt Emulsified Prime - Section 402 of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions and supplemental specifications (current editions).
8. Penetrating Emulsified Prime - Section 402 of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions and supplemental specifications.
9. Cationic Slow Set Emulsion - shall meet requirements contained in these specifications.
10. Cationic High Float Rapid-Set Polymer Modified Emulsion - shall meet requirements contained in these specifications.
11. Rubberized Asphalt Emulsion – shall meet requirements in Section 2.0 Materials of Special Provision for Rubberized Fog Seal and meet requirements contained in these specifications
12. Colloid Asphalt Emulsion – shall meet requirements in Special Provision 407B.

**Cationic Slow Set Emulsion:**

The asphalt material designated, as CSS-1P shall be cationic slow setting emulsion modified with polymer. Blending with approved base asphalt prior to emulsification shall incorporate the polymer or it shall be co-milled with the asphalt to produce the finished emulsion. The distillation residue of the modified emulsion shall contain a minimum of 3.0 percent polymer by weight, as determined by an analytical method approved by the NMDOT. The emulsion supplier shall furnish the NMDOT State Materials Bureau samples of the base asphalt and polymer used in the finished emulsion.

In addition, the emulsion shall be homogenous, shall show no separation of polymer, and shall comply with the following requirements:

	Min.	Max.
Viscosity, Saybolt Furol @ 122° F.	20	100
Storage Stability Test, One Day, Percent		1%
Particle Charge	Positive	
Sieve Test, Percent		0.1%
Cement Mixing Test, Percent		2.0%
Distillation, Oil Distillate, By Volume Of Emulsion, Percent		0.5%
Residue, Percent*	62%	
Tests on Residue from Distillation Test		
Penetration, 77° F., 100G, 5S**	40	90
Ductility, 77° F., 5 CM/MIN, CM	40	
Kinematic Viscosity @ 275° F.,CST/SEC.***	650	
Softening Point, Degrees F	135	

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Page-18

**Foot Notes:**

- \* The temperature for this test should be held below 280 degrees F., Higher temperatures may cause the polymers to break down.
- \*\* Climate conditions should be considered when establishing this band.
- \*\*\*Use ASTM 2170 Test Method

**Cationic High Float Rapid-Set Polymer Modified Emulsion:**

Cationic High-Float Rapid-Set Polymer-Modified Emulsions shall comply with the following requirements:

	Min.	Max.	AASHTO
Viscosity, Saybolt Furol @ 122 ° F, Sec.	100	400	T-59
Storage Stability Test, One Day, Percent 35 ML, 0.8% Sodium Diocetyl Sulfosuccinate, %		1	T-59 Demulsibility,
Sieve Test, %	60		T-59
Particle Charge Test:	Positive	0.10	T-59 Distillation
Oil Distillate, % by Volume of Emulsion, (1)		0.5%	T-59
Residue, % by weight*	65		T-59
Tests on Residue from Distillation Test:			
Test Softening Point, Degrees Fahrenheit	130		T-53
Float Value @ 140 Degrees F., Sec.	1800		
Penetration, 77 Degrees Fahrenheit, 100G, 5S**	80	130	T-49
Solubility in Trichloroethylene, Percent	95		T-44
Elastic Recovery @ 50 Degrees Fahrenheit, Percent (2)	55		T-301

- (1) Exception to AASHTO T-59: bring the temperature on the lower thermometer slowly to 350 degrees F. Plus or minus 10 degrees F. Maintain at this temperature for 20 minutes. Complete total distillation in 60 plus or minus 5 minutes from first application of heat.
- (2) Elastic recovery @50 degrees F: hour glass sides pull 20 cm, hold 5 minutes then cut, let set 1 hour.

**Rubberized Asphalt Emulsion:**

Rubberized asphalt emulsion used for fog seal shall be manufactured with terminal blended rubber. The distillation residue of the emulsion shall contain a minimum of 10.0 percent rubber by weight, as determined by an analytical method approved by the NMDOT. Residue by evaporation shall be greater than 33.0 percent. The emulsion supplier shall furnish the NMDOT State Materials Bureau samples of the base asphalt (including rubber) used in the finished emulsion.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Page-19

In addition, the rubberized emulsion used for fog seal shall comply with the following:

<b>TEST</b>	<b>SPECIFICATION</b>	
Rubber content, % of Residue		10% minimum
Uniformity	ASTM D 2939.05	PASS
Product shall be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.		
Viscosity, Krieb Unit (KU)	ASTM D 562	35 to 65
Specific Gravity	ASTM D 2939.07	Report
Residue by Evaporation	ASTM D 2939.08	>33.0%
Flash Point, °F (Residue)	ASTM D 93	>220
Resistance to Heat	ASTM D 2939.14	PASS*
No sagging or slippage of film beyond the initial reference line after 212°F exposure for two (2) hrs.		
Resistance to Water	ASTM D 2939.15	PASS*
No blistering or re-emulsification after 24 hr submersion in water.		
Wet Flow	ASTM D 2939.19	PASS*
No flow beyond initial reference line.		
Direct Flame Test	ASTM D 2939.20	PASS*
No continued combustion or slippage and run-down.		
Wet Film Continuity	ASTM D 2939.22	PASS*
A uniformly homogeneous consistency.		
Resistance to Kerosene	ASTM D 2939.25	PASS*
Report any evidence of leakage of kerosene, loss of adhesion and discoloration of tile.		
Wet Track Abrasion Test	ISSA (TB-100)	<5.0%
Calculated weight loss, percentage of original volume.		
Accelerated Weathering Test	ASTM G 154	PASS*
No cracking, chipping, surface distortion or loss of adhesion. No color fading or lightening.		
1000 hours		
UVA-340 lamp, 0.77 W/m <sup>2</sup> (v1.0 calibration),		
8 hours UV light @ 50°C, 5 min. spray, 3:55 hours		
Condensation @ 50°C.		

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Page-20

\* When testing the Rubber Asphalt Emulsion a ceramic tile panel will be incorporated in place of the metal panels. The ceramic tile panel preparation will be in accordance with Test Methods D 2939-25.1.1 guidelines: *Unglazed ceramic tiles, white, non-vitreous, dust-pressed body with an absorption range of 10 to 18% (determined in accordance with Test Methods C 67) approximately 150mm by 150mm (6 by 6 inch) by 9.5 to 13mm (3/8 to 1/2 inch) in thickness to accommodate the mask.*

**Colloid Asphalt Emulsion:**

The mineral colloid asphalt emulsion - fog seal shall be manufactured to produce a water based asphalt emulsion mineral colloid pavement sealer suitable for use as a weather-protective coating over asphalt pavements. The mineral colloid asphalt emulsion shall consist of a base asphalt emulsion, mineral filler (consisting of finely ground mineral clay, silica, limestone, slate, basalt, slag, or other inert inorganic material), and additives approved by the manufacture. The emulsion supplier shall furnish the Department samples of the asphalt used in the finished emulsion.

The colloid asphalt emulsion - fog seal shall comply with the following:

Property	ASTM Designation	Characteristics	
		Min	Max
Uniformity	D2939	No separation, coagulation, settlement that cannot be overcome by moderate stirring	
Wet Film Continuity	D2939	A uniformly homogeneous consistency.	
Density at 77 F, b/mL [lbs/gal]	D2939	1.0	1.5
Residue by Evaporation, %	D2939	30	...
Water Content. %	ASTM D 95	...	70
Ash Content of Residue, %	D2939	10	70
Drying Time, firm set, h	D2939		8
Resistance to Heat	D2939	No blistering, sagging, or slipping.	
Resistance to Water	D2939	No blistering or re-emulsification after 24 hr. submersion in water	
Flexibility		No flaking, cracking, or loss of adhesion to the substrate	

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

**Project Delivery Requirements:**

Project Delivery Requirements, as described in the Utilization Of Vendors section, requires that vendors be able to meet all project requirements including, but not limited to, being able to meet the project schedule, ensuring that materials and equipment (tanker and distributors) are at the job site as scheduled, ensuring that samplers, supplied by the vendor, are available to sample when requested and within the required time limits and ensure that all material delivered to the project meets specification. A vendor failing to meet these requirements may be deemed unresponsive by the District Engineer or their designee and be disqualified. The vendor will be responsible for all costs incurred, by the vendor, which the NMDOT determines as not being applicable to the project. The NMDOT reserves the right to utilize a secondary vendor for the purchase order.

**Demurrage:**

Demurrage may be charged by the vendor in the event a loaded tanker truck is on-site at the specified time, but is unable to unload asphaltic materials due to delay caused by the NMDOT. In the event demurrage charges are required by the vendor, demurrage charges shall begin two (2) hours after the tanker truck arrives on site at the specified time and end once the tanker truck is unloaded. A two (2) hour unloading allotment time shall be provided by the vendor at no charge.

**Freight for Returns:**

Freight for returns may be charged by the vendor in the event a fully or partially loaded tanker is returned back to the supplier's plant by the District Engineer or their designee. Freight for returns can only be charged if the loaded tanker arrived on-site at the specified time, with the specified load, but was unable to be utilized on the project due to circumstances beyond the vendor's control. Freight for returns applies to costs incurred by the vendor and shall be quantified and paid by the number of tons returned. Pump and hose charges associated with return shall be inclusive of the vendors bid for the item freight for return.

**Method of Measurement and Payment:**

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

**Invoice To:**

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

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

New Mexico Department of Transportation  
District Three  
7500 East Frontage Road  
P.O. Box 91750  
Albuquerque, N.M. 87109-3768

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Page-22

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

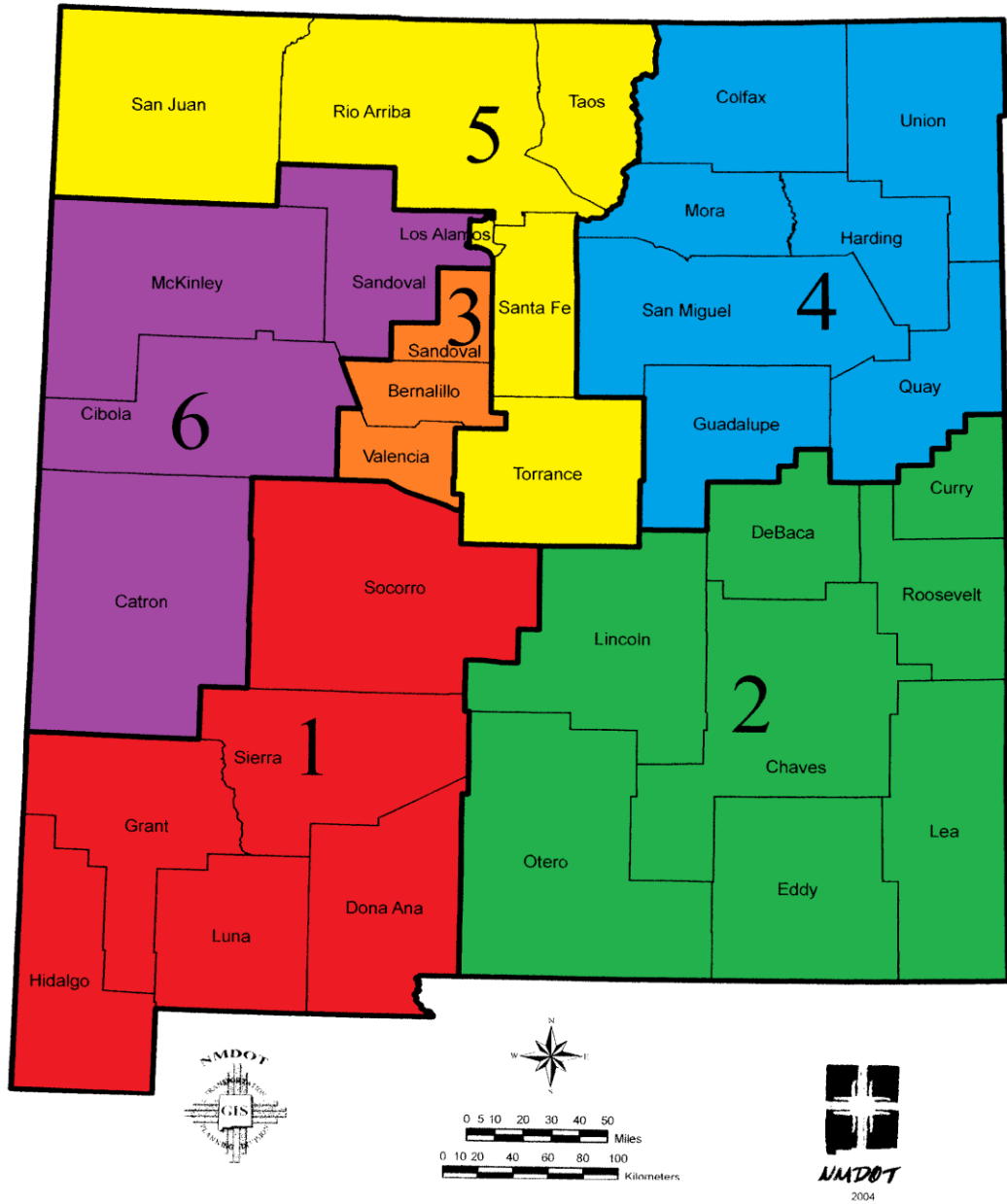
New Mexico Department of Transportation  
District Five  
7315 Cerrillos Road  
P.O. Box 4127 (Coronado Station)  
Santa Fe, N.M. 87502-4127

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

**\*\*\* End of Specifications \*\*\***

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

NEW MEXICO DEPARTMENT OF TRANSPORTATION DISTRICTS



State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

**Awarded Items:**

Item	Approx Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AF)
1	1400	TON	Asphalt Emulsified Prime (AEP) - Delivered to District One, District-wide locations		\$402.26	\$438.75		
2	1400	TON	Asphalt Emulsified Prime (AEP) - Delivered to District One, District-wide locations. Asphalt Distributor and Operator Included.	\$480.50		\$493.75		
3	1400	TON	Asphalt Emulsified Prime (AEP) - Delivered to District Two, District-wide locations.		\$378.99	\$418.18		
4	1400	TON	Asphalt Emulsified Prime (AEP) - Delivered to District Two, District-wide locations. Asphalt Distributor and Operator Included.	\$455.50		\$473.18		
5	1400	TON	Asphalt Emulsified Prime (AEP) - Delivered to District Three, District-wide locations		\$432.43	\$503.49		
6	1400	TON	Asphalt Emulsified Prime (AEP) - Delivered to District Three, District-wide locations. Asphalt Distributor and Operator Included.	\$505.50		\$558.49		
7	1400	TON	Asphalt Emulsified Prime (AEP) - Delivered to District Four, District-wide locations		\$399.63	\$475.53		
8	1400	TON	Asphalt Emulsified Prime (AEP) - Delivered to District Four, District-wide locations. Asphalt Distributor and Operator Included.	\$495.50		\$530.53		
9	1400	TON	Asphalt Emulsified Prime (AEP) - Delivered to District Five, District-wide locations.		\$482.43	\$537.05		
10	1400	TON	Asphalt Emulsified Prime (AEP) - Delivered to District Five, District-wide locations. Asphalt Distributor and Operator Included.	\$515.50		\$592.05		
11	1400	TON	Asphalt Emulsified Prime (AEP) - Delivered to District Six, District-wide locations.		\$482.43	\$537.05		
12	1400	TON	Asphalt Emulsified Prime (AEP) - Delivered to District Six, District-wide locations Asphalt Distributor and Operator Included.	\$525.50		\$592.05		
13	2000	TON	Asphalt Emulsified Prime (AEP) - Loaded at Vendor's Plant.		\$360.00	\$414.00		
14	800	TON	Penetrating Emulsified Prime (PEP) - Delivered to District One, District-wide locations.		\$299.83	\$332.75		



State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Item	Approx Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
15	800	TON	Penetrating Emulsified Prime (PEP) - Delivered to District One, District-wide locations. Asphalt Distributor and Operator Included.	\$380.50		\$387.75		
16	800	TON	Penetrating Emulsified Prime (PEP) - Delivered to District Two, District-wide locations.		\$276.56	\$312.18		
17	800	TON	Penetrating Emulsified Prime (PEP) - Delivered to District Two, District-wide locations. Asphalt Distributor and Operator Included.	\$355.50		\$367.18		
18	800	TON	Penetrating Emulsified Prime (PEP) - Delivered to District Three, District-wide locations.		\$330.00	\$397.49		
19	800	TON	Penetrating Emulsified Prime (PEP) - Delivered to District Three, District-wide locations. Asphalt Distributor and Operator Included.	\$405.50		\$452.49		
20	800	TON	Penetrating Emulsified Prime (PEP) - Delivered to District Four, District-wide locations		\$297.20	\$369.53		
21	800	TON	Penetrating Emulsified Prime (PEP) - Delivered to District Four, District-wide locations. Asphalt Distributor and Operator Included.	\$395.50		\$424.53		
22	800	TON	Penetrating Emulsified Prime (PEP) - Delivered to District Five, District-wide locations.		\$465.00	\$431.05		
23	800	TON	Penetrating Emulsified Prime (PEP) - Delivered to District Five, District-wide locations. Asphalt Distributor and Operator Included.	\$415.50		\$486.05		
24	800	TON	Penetrating Emulsified Prime (PEP) - Delivered to District Six, District-wide locations.		\$465.00	\$431.05		
25	800	TON	Penetrating Emulsified Prime (PEP) - Delivered to District Six, District-wide locations. Asphalt Distributor and Operator Included.	\$425.50		\$486.05		
26	2000	TON	Penetrating Emulsified Prime (PEP) - Loaded at Vendor's Plants.		\$260.00	\$308.00		
27	1400	TON	SS-1 Emulsified Asphalt - Delivered to District One, District-wide locations.			\$345.75		
28	1400	TON	SS-1H Emulsified Asphalt - Delivered to District One, District-wide locations.		\$419.83	\$345.75		

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Item	Approx Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
29	1400	TON	SS-1 Emulsified Asphalt - Delivered to District One, District-wide locations Asphalt Distributor and Operator Included.			\$400.75		
30	1400	TON	SS-1H Emulsified Asphalt - Delivered to District One, District-wide locations Asphalt Distributor and Operator Included.	\$495.50		\$400.75		
31	1400	TON	SS-1 Emulsified Asphalt - Delivered to District Two, District-wide locations.			\$325.18		
32	1400	TON	SS-1H Emulsified Asphalt - Delivered to District Two, District-wide locations.		\$396.56	\$325.18		
33	1400	TON	SS-1 Emulsified Asphalt - Delivered to District Two, District-wide locations. Asphalt Distributor and Operator Included.			\$380.18		
34	1400	TON	SS-1H Emulsified Asphalt - Delivered to District Two, District-wide locations. Asphalt Distributor and Operator Included.	\$470.50		\$380.18		
35	1400	TON	SS-1 Emulsified Asphalt - Delivered to District Three, District-wide locations.			\$410.49		
36	1400	TON	SS-1H Emulsified Asphalt - Delivered to District Three, District-wide locations.		\$450.00	\$410.49		
37	1400	TON	SS-1 Emulsified Asphalt - Delivered to District Three, District-wide locations. Asphalt Distributor and Operator Included.			\$465.49		
38	1400	TON	SS-1H Emulsified Asphalt - Delivered to District Three, District-wide locations. Asphalt Distributor and Operator Included.	\$520.50		\$465.49		
39	1400	TON	SS-1 Emulsified Asphalt - Delivered to District Four, District-wide locations.			\$382.53		
40	1400	TON	SS-1H Emulsified Asphalt - Delivered to District Four, District-wide locations.		\$417.20	\$382.53		
41	1400	TON	SS-1 Emulsified Asphalt - Delivered to District Four, District-wide locations. Asphalt Distributor and Operator Included.			\$437.53		

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Item	Approx Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
42	1400	TON	SS-1H Emulsified Asphalt - Delivered to District Four, District-wide locations. Asphalt Distributor and Operator Included.	\$510.50		\$437.53		
43	1400	TON	SS-1 Emulsified Asphalt - Delivered to District Five, District-wide locations.			\$444.05		
44	1400	TON	SS-1H Emulsified Asphalt - Delivered to District Five, District-wide locations.		\$585.00	\$444.05		
45	1400	TON	SS-1 Emulsified Asphalt - Delivered to District Five, District-wide locations Asphalt Distributor and Operator Included.			\$499.05		
46	1400	TON	SS-1H Emulsified Asphalt - Delivered to District Five, District-wide locations Asphalt Distributor and Operator Included.	\$530.50		\$499.05		
47	1400	TON	SS-1 Emulsified Asphalt - Delivered to District Six, District-wide locations			\$444.05		
48	1400	TON	SS-1H Emulsified Asphalt - Delivered to District Six, District-wide locations		\$585.00	\$444.05		
49	1400	TON	SS-1 Emulsified Asphalt - Delivered to District Six, District-wide locations. Asphalt Distributor and Operator Included.			\$499.05		
50	1400	TON	SS-1H Emulsified Asphalt - Delivered to District Six, District-wide locations. Asphalt Distributor and Operator Included.	\$540.50		\$499.05		
51	2000	TON	SS-1 Emulsified Asphalt - Loaded at Vendor's Plant.			\$320.00		
52	2000	TON	SS-1H Emulsified Asphalt - Loaded at Vendor's Plant.		\$365.00	\$320.00		
53	1400	TON	High Float Emulsion 60 - Delivered to District One, District-wide locations.			\$393.30		
54	1400	TON	High Float Emulsion 60 - Delivered to District One, District-wide locations. Asphalt Distributor and Operator Included.			\$448.30		
55	1400	TON	High Float Emulsion 60 - Delivered to District Two, District-wide locations.			\$359.18		

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Item	Approx Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
56	1400	TON	High Float Emulsion 60 - Delivered to District Two, District-wide locations. Asphalt Distributor and Operator Included.			\$414.18		
57	1400	TON	High Float Emulsion 60 - Delivered to District Three, District-wide locations.			\$486.29		
58	1400	TON	High Float Emulsion 60 - Delivered to District Three, District-wide locations. Asphalt Distributor and Operator Included.			\$541.29		
59	1400	TON	High Float Emulsion 60 - Delivered to District Four, District-wide locations.			\$430.79		
60	1400	TON	High Float Emulsion 60 - Delivered to District Four, District-wide locations. Asphalt Distributor and Operator Included.			\$485.79		
61	1400	TON	High Float Emulsion 60 - Delivered to District Five, District-wide locations.			\$511.34		
62	1400	TON	High Float Emulsion 60 - Delivered to District Five, District-wide locations. Asphalt Distributor and Operator Included.			\$566.34		
63	1400	TON	High Float Emulsion 60 - Delivered to District Six, District-wide locations.			\$519.45		
64	1400	TON	High Float Emulsion 60 - Delivered to District Six, District-wide locations. Asphalt Distributor and Operator Included.			\$574.45		
65	1400	TON	High Float Emulsion 60 - Loaded at Vendor's Plant.			\$355.00		
66	1400	TON	High Float Emulsion 60P - Delivered to District One, District-wide locations.		\$439.45	\$418.75		
67	1400	TON	High Float Emulsion 60P - Delivered to District One, District-wide locations. Asphalt Distributor and Operator Included.			\$473.75		
68	1400	TON	High Float Emulsion 60P - Delivered to District Two, District-wide locations.		\$416.18	\$408.18		

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Page-29

Item	Approx Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
69	1400	TON	High Float Emulsion 60P - Delivered to District Two, District-wide locations. Asphalt Distributor and Operator Included.			\$463.18		
70	1400	TON	High Float Emulsion 60P - Delivered to District Three, District-wide locations.		\$469.62	\$503.49		
71	1400	TON	High Float Emulsion 60P - Delivered to District Three, District-wide locations Asphalt Distributor and Operator Included.			\$558.49		
72	1400	TON	High Float Emulsion 60P -Delivered to District Four, District-wide locations		\$436.82	\$475.53		
73	1400	TON	High Float Emulsion 60P -Delivered to District Four, District-wide locations Asphalt Distributor and Operator Included.			\$530.53		
74	1400	TON	High Float Emulsion 60P - Delivered to District Five, District-wide locations		\$519.62	\$537.05		
75	1400	TON	High Float Emulsion 60P - Delivered to District Five, District-wide locations Asphalt Distributor and Operator Included.			\$592.05		
76	1400	TON	High Float Emulsion 60P- Delivered to District Six, District-wide locations.		\$519.62	\$537.05		
77	1400	TON	High Float Emulsion 60P - Delivered to District Six, District-wide locations Asphalt. Distributor and Operator Included.			\$592.05		
78	1400	TON	High Float Emulsion 60P - Loaded at Vendor's Plant.		\$390.00	\$407.00		
79	1400	TON	High Float Emulsion 90 - Delivered to District One, District-wide locations.		\$434.83	\$393.30		
80	1400	TON	High Float Emulsion 90 - Delivered to District One, District-wide locations. Asphalt Distributor and Operator Included.	\$510.50		\$448.30		
81	1400	TON	High Float Emulsion 90 -Delivered to District Two, District-wide locations.		\$411.56	\$359.18		

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Item	Approx Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
82	1400	TON	High Float Emulsion 90 - Delivered to District Two, District-wide locations Asphalt Distributor and Operator Included.	\$485.50		\$414.18		
83	1400	TON	High Float Emulsion 90 - Delivered to District Three, District-wide locations.		\$465.00	\$486.29		
84	1400	TON	High Float Emulsion 90 - Delivered to District Three, District-wide locations Asphalt Distributor and Operator Included.	\$535.50		\$541.29		
85	1400	TON	High Float Emulsion 90 - Delivered to District Four, District-wide locations.		\$432.20	\$430.79		
86	1400	TON	High Float Emulsion 90 - Delivered to District Four, District-wide locations. Asphalt Distributor and Operator Included.	\$525.50		\$485.79		
87	1400	TON	High Float Emulsion 90 - Delivered to District Five, District-wide locations.		\$515.00	\$511.34		
88	1400	TON	High Float Emulsion 90 - Delivered to District Five, District-wide locations. Asphalt Distributor and Operator Included.	\$545.50		\$566.34		
89	1400	TON	High Float Emulsion 90 - Delivered to District Six, District-wide locations.		\$515.00	\$519.45		
90	1400	TON	High Float Emulsion 90 - Delivered to District Six, District-wide locations. Asphalt Distributor and Operator Included.	\$555.50		\$574.45		
91	1400	TON	High Float Emulsion 90 - Loaded at Vendor's Plant.		\$390.00	\$355.00		
92	3500	TON	High Float Emulsion 100P, 1:1 Dilute - Delivered to District One, District-wide locations.		\$284.83	\$302.75		
93	3500	TON	High Float Emulsion 100P, 1:1 Dilute - Delivered to District One, District-wide locations. Asphalt Distributor and Operator Included.	\$365.50		\$357.75		
94	3500	TON	High Float Emulsion 100P, 1:1 Dilute - Delivered to District Two, District-wide locations.		\$261.56	\$282.18		

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Page-31

Item	Approx Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
95	3500	TON	High Float Emulsion I00P, 1:1 Dilute - Delivered to District Two, District-wide locations. Asphalt Distributor and Operator Included.	\$340.50		\$337.18		
96	3500	TON	High Float Emulsion I00P, 1:1 Dilute - Delivered to District Three, District-wide locations.		\$315.00	\$367.49		
97	3500	TON	High Float Emulsion I00P, 1:1 Dilute - Delivered to District Three, District-wide locations. Asphalt Distributor and Operator Included.	\$390.50		\$422.49		
98	3500	TON	High Float Emulsion I00P, 1:1 Dilute - Delivered to District Four, District-wide locations.		\$282.20	\$339.53		
99	3500	TON	High Float Emulsion I00P, 1:1 Dilute - Delivered to District Four, District-wide locations. Asphalt Distributor and Operator Included.	\$380.50		\$394.53		
100	3500	TON	High Float Emulsion I00P, 1:1 Dilute - Delivered to District Five, District-wide locations.		\$450.00	\$401.05		
101	3500	TON	High Float Emulsion I00P, 1:1 Dilute - Delivered to District Five, District-wide locations. Asphalt Distributor and Operator Included.	\$400.50		\$456.05		
102	3500	TON	High Float Emulsion I00P, 1:1 Dilute - Delivered to District Six, District-wide locations.		\$450.00	\$401.05		
103	3500	TON	High Float Emulsion I00P, 1:1 Dilute - Delivered to District Six, District-wide locations. Asphalt Distributor and Operator Included.	\$410.50		\$456.05		
104	3500	TON	High Float Emulsion I00P, 1:1 Dilute - Loaded at Vendor's Plant.		\$245.00	\$278.00		
105	1400	TON	High Float Emulsion HFRS-2P - Delivered to District One, District-wide locations.			\$418.75		
106	1400	TON	High Float Emulsion HFRS-2P - Delivered to District One, District-wide locations. Asphalt Distributor and Operator Included.			\$473.75		
107	1400	TON	High Float Emulsion HFRS-2P - Delivered to District Two, District-wide locations.			\$408.18		

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Item	Approx Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
108	1400	TON	High Float Emulsion HFRS-2P - Delivered to District Two, District-wide locations. Asphalt Distributor and Operator Included.			\$463.18		
109	1400	TON	High Float Emulsion HFRS-2P - Delivered to District Three, District-wide locations.			\$503.49		
110	1400	TON	High Float Emulsion HFRS-2P - Delivered to District Three, District-wide locations. Asphalt Distributor and Operator Included.			\$558.49		
111	1400	TON	High Float Emulsion HFRS-2P - Delivered to District Four, District-wide locations.			\$475.53		
112	1400	TON	High Float Emulsion HFRS-2P - Delivered to District Four, District-wide locations. Asphalt Distributor and Operator Included.			\$530.53		
113	1400	TON	HFRS-2P - Delivered to District Five, District-wide locations.			\$537.05		
114	1400	TON	HFRS-2P - Delivered to District Five, District-wide locations. Asphalt Distributor and Operator Included.			\$592.05		
115	1400	TON	High Float Emulsion HFRS-2P - Delivered to District Six, District-wide locations.			\$537.05		
116	1400	TON	High Float Emulsion HFRS-2P - Delivered to District Six, District-wide locations. Asphalt Distributor and Operator Included.			\$592.05		
117	1400	TON	High Float Emulsion HFRS-2P - Loaded at Vendor's Plant.			\$407.00		
118	1400	TON	High Float Emulsion 100P - Delivered to District One, District-wide locations.		\$428.58	\$418.75		
119	1400	TON	High Float Emulsion 100P - Delivered to District One, District-wide locations. Asphalt Distributor and Operator Included.	\$505.50		\$473.75		
120	1400	TON	High Float Emulsion 100P - Delivered to District Two, District-wide locations.		\$399.00	\$408.18		
121	1400	TON	High Float Emulsion 100P - Delivered to District Two, District-wide locations Asphalt Distributor and Operator Included.	\$480.50		\$463.18		



State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Item	Approx Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
122	1400	TON	High Float Emulsion 100P - Delivered to District Three, District-wide locations.		\$458.75	\$503.49		
123	1400	TON	High Float Emulsion 100P - Delivered to District Three, District-wide locations. Asphalt Distributor and Operator Included.	\$530.50		\$558.49		
124	1400	TON	High Float Emulsion 100P - Delivered to District Four, District-wide locations.		\$425.95	\$475.53		
125	1400	TON	High Float Emulsion 100P - Delivered to District Four, District-wide locations. Asphalt Distributor and Operator Included.	\$520.50		\$530.53		
126	1400	TON	High Float Emulsion 100P - Delivered to District Five, District-wide locations.		\$508.75	\$537.05		
127	1400	TON	High Float Emulsion 100P - Delivered to District Five, District-wide locations. Asphalt Distributor and Operator Included.	\$540.50		\$592.05		
128	1400	TON	High Float Emulsion 100P - Delivered to District Six, District-wide locations.		\$508.75	\$537.05		
129	1400	TON	High Float Emulsion 100P - Delivered to District Six, District-wide locations. Asphalt Distributor and Operator Included.	\$550.50		\$592.05		
130	1400	TON	High Float Emulsion 100P - Loaded at Vendor's Plant.		\$385.00	\$407.00		
131	1400	TON	High Float Emulsion 150 - Delivered to District One, District-wide locations.			\$452.30		
132	1400	TON	High Float Emulsion 150 -Delivered to District One, District-wide locations. Asphalt Distributor and Operator Included.			\$507.30		
133	1400	TON	High Float Emulsion 150 -Delivered to District Two, District-wide locations.			\$418.18		
134	1400	TON	High Float Emulsion 150 - Delivered to District Two, District-wide locations Asphalt Distributor and Operator Included.			\$473.18		
135	1400	TON	High Float Emulsion 150 - Delivered to District Three, District-wide locations.			\$545.29		
136	1400	TON	High Float Emulsion 150 - Delivered to District Three, District-wide locations. Asphalt Distributor and Operator Included.			\$600.29		

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Item	Approx Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
137	1400	TON	High Float Emulsion 150 - Delivered to District Four, District-wide locations.			\$489.79		
138	1400	TON	High Float Emulsion 150 -Delivered to District Four, District-wide locations. Asphalt Distributor and Operator Included.			\$544.79		
139	1400	TON	High Float Emulsion 150 - Delivered to District Five, District-wide locations.			\$570.34		
140	1400	TON	High Float Emulsion 150 - Delivered to District Five, District-wide locations. Asphalt Distributor and Operator Included.			\$625.34		
141	1400	TON	High Float Emulsion 150 - Delivered to District Six, District-wide locations.			\$578.45		
142	1400	TON	High Float Emulsion 150 - Delivered to District Six, District-wide locations. Asphalt Distributor and Operator Included.			\$633.45		
143	1400	TON	High Float Emulsion 150 - Loaded at Vendor's Plant.			\$414.00		
144	1400	TON	High Float Emulsion 150P - Delivered to District One District-wide locations			\$426.75		
145	1400	TON	High Float Emulsion 150P - Delivered to District One District-wide locations. Asphalt Distributor and Operator Included.			\$481.75		
146	1400	TON	High Float Emulsion 150P - Delivered to District Two, District-wide locations.			\$406.18		
147	1400	TON	High Float Emulsion 150P - Delivered to District Two, District-wide locations. Asphalt Distributor and Operator Included.			\$461.18		
148	1400	TON	High Float Emulsion 150P - Delivered to District Three, District-wide locations.			\$491.49		
149	1400	TON	High Float Emulsion 150P - Delivered to District Three, District-wide locations. Asphalt Distributor and Operator Included.			\$546.49		
150	1400	TON	High Float Emulsion 150P - Delivered to District Four, District-wide locations.			\$463.53		
151	1400	TON	High Float Emulsion 150P - Delivered to District Four, District-wide locations. Asphalt Distributor and Operator Included.			\$518.53		

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Item	Approx Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
152	1400	TON	High Float Emulsion 150P - Delivered to District Five, District-wide locations.			\$525.05		
153	1400	TON	High Float Emulsion 150P - Delivered to District Five, District-wide locations. Asphalt Distributor and Operator Included.			\$580.05		
154	1400	TON	High Float Emulsion 150P - Delivered to District Six, District-wide locations.			\$525.05		
155	1400	TON	High Float Emulsion 150P - Delivered to District Six, District-wide locations. Asphalt Distributor and Operator Included.			\$580.05		
156	1400	TON	High Float Emulsion 150P - Loaded at Vendor's Plant.			\$402.00		
157	1400	TON	High Float Emulsion 300 - Delivered to District One, District-wide locations.			\$442.75		
158	1400	TON	High Float Emulsion 300 - Delivered to District One, District-wide locations. Asphalt Distributor and Operator Included.			\$497.75		
159	1400	TON	High Float Emulsion 300 - Delivered to District Two, District-wide locations.			\$422.18		
160	1400	TON	High Float Emulsion 300 - Delivered to District Two, District-wide locations. Asphalt Distributor and Operator Included.			\$477.18		
161	1400	TON	High Float Emulsion 300 - Delivered to District Three, District-wide locations.			\$507.49		
162	1400	TON	High Float Emulsion 300 - Delivered to District Three, District-wide locations. Asphalt Distributor and Operator Included.			\$562.49		
163	1400	TON	High Float Emulsion 300 - Delivered to District Four, District-wide locations.			\$479.53		
164	1400	TON	High Float Emulsion 300 - Delivered to District Three, District-wide locations. Asphalt Distributor and Operator Included.			\$534.53		
165	1400	TON	High Float Emulsion 300 - Delivered to District Five, District-wide locations.			\$541.05		
166	1400	TON	High Float Emulsion 300 - Delivered to District Five, District-wide locations. Asphalt Distributor and Operator Included.			\$596.05		

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Item	Approx Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
167	1400	TON	High Float Emulsion 300 - Delivered to District Six, District-wide locations.			\$541.05		
168	1400	TON	High Float Emulsion 300 - Delivered to District Six, District-wide locations. Asphalt Distributor and Operator Included.			\$596.05		
169	1400	TON	High Float Emulsion 300 - Loaded at Vendor's Plant.			\$418.00		
170	1400	TON	High Float Emulsion 300P - Delivered to District One, District-wide locations.			\$487.75		
171	1400	TON	High Float Emulsion 300P - Delivered to District One, District-wide locations. Asphalt Distributor and Operator Included.			\$542.75		
172	1400	TON	High Float Emulsion 300P - Delivered to District Two, District-wide locations.			\$467.18		
173	1400	TON	High Float Emulsion 300P - Delivered to District Two, District-wide locations. Asphalt Distributor and Operator Included.			\$522.18		
174	1400	TON	High Float Emulsion 300P - Delivered to District Three, District-wide locations.			\$552.49		
175	1400	TON	High Float Emulsion 300P - Delivered to District Three, District-wide locations. Asphalt Distributor and Operator Included.			\$607.49		
176	1400	TON	High Float Emulsion 300P - Delivered to District Four, District-wide locations.			\$524.53		
177	1400	TON	High Float Emulsion 300P - Delivered to District Four, District-wide locations. Asphalt Distributor and Operator Included.			\$579.53		
178	1400	TON	High Float Emulsion 300P - Delivered to District Five, District-wide locations.			\$586.05		
179	1400	TON	High Float Emulsion 300P - Delivered to District Five, District-wide locations. Asphalt Distributor and Operator Included.			\$641.05		
180	1400	TON	High Float Emulsion 300P - Delivered to District Six, District-wide locations.			\$586.05		
181	1400	TON	High Float Emulsion 300P - Delivered to District Six, District-wide locations. Asphalt Distributor and Operator Included.			\$641.05		

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Page-37

Item	Approx Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
182	1400	TON	High Float Emulsion 300P - Loaded at Vendor's Plant.			\$463.00		
183	1200	TON	Polymer Modified Cationic Slow Set Emulsion (CSS-1P) 1:1 Dilute - Delivered to District One, District-wide locations.		\$317.70	\$307.75		
184	1200	TON	Polymer Modified Cationic Slow Set Emulsion (CSS-1P) 1:1 Dilute - Delivered to District One, District-wide locations. Asphalt Distributor and Operator Included.	\$390.50		\$362.75		
185	1200	TON	Polymer Modified Cationic Slow Set Emulsion (CSS-1P) 1:1 Dilute - Delivered to District Two, District-wide locations.		\$294.43	\$282.77		
186	1200	TON	Polymer Modified Cationic Slow Set Emulsion (CSS-1P) 1:1 Dilute - Delivered to District Two, District-wide locations. Asphalt Distributor and Operator Included.	\$365.50		\$337.77		
187	1200	TON	Polymer Modified Cationic Slow Set Emulsion (CSS-1P) 1:1 Dilute - Delivered to District Three, District-wide locations.		\$347.87	\$372.49		
188	1200	TON	Polymer Modified Cationic Slow Set Emulsion (CSS-1P) 1:1 Dilute - Delivered to District Three, District-wide locations. Asphalt Distributor and Operator Included.	\$415.50		\$427.49		
189	1200	TON	Polymer Modified Cationic Slow Set Emulsion (CSS-1P) 1:1 Dilute - Delivered to District Four, District-wide locations.		\$315.07	\$344.53		
190	1200	TON	Polymer Modified Cationic Slow Set Emulsion (CSS-1P) 1:1 Dilute - Delivered to District Four, District-wide locations. Asphalt Distributor and Operator Included.	\$405.50		\$399.53		
191	1200	TON	Polymer Modified Cationic Slow Set Emulsion (CSS-1P) 1:1 Dilute - Delivered to District Five, District-wide locations.		\$397.87	\$404.77		
192	1200	TON	Polymer Modified Cationic Slow Set Emulsion (CSS-1P) 1:1 Dilute - Delivered to District Five, District-wide locations. Asphalt Distributor and Operator Included.	\$425.50		\$459.77		
193	1200	TON	Polymer Modified Cationic Slow Set Emulsion (CSS-1P) 1:1 Dilute - Delivered to District Six, District-wide locations.		\$397.87	\$406.05		

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Item	Approx Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
194	1200	TON	Polymer Modified Cationic Slow Set Emulsion (CSS-1P) 1:1 Dilute - Delivered to District Six, District-wide locations Asphalt Distributor and Operator Included.	\$435.50		\$461.05		
195	1200	TON	Polymer Modified Cationic Slow Set Emulsion (CSS-1P) 1:1 Dilute - Loaded at Vendor's Plant.		\$270.00	\$282.00		
196	800	TON	Polymer Modified Cationic Rapid Set Emulsion (CRS-2P) - Delivered to District One, District-wide locations.		\$519.83	\$418.75		
197	800	TON	Polymer Modified Cationic Rapid Set Emulsion (CRS-2P) - Delivered to District One, District-wide locations. Asphalt Distributor and Operator Included.	\$585.50		\$473.75		
198	800	TON	Polymer Modified Cationic Rapid Set Emulsion (CRS-2P) - Delivered to District Two, District-wide locations.		\$496.56	\$408.18		
199	800	TON	Polymer Modified Cationic Rapid Set Emulsion (CRS-2P) - Delivered to District Two, District-wide locations Asphalt Distributor and Operator Included.	\$560.50		\$463.18		
200	800	TON	Polymer Modified Cationic Rapid Set Emulsion (CRS-2P) - Delivered to District Three, District-wide locations.		\$550.00	\$503.49		
201	800	TON	Polymer Modified Cationic Rapid Set Emulsion (CRS-2P) - Delivered to District Three, District-wide locations Asphalt Distributor and Operator Included.	\$610.50		\$558.49		
202	800	TON	Polymer Modified Cationic Rapid Set Emulsion (CRS-2P) - Delivered to District Four, District-wide locations.		\$517.20	\$475.53		
203	800	TON	Polymer Modified Cationic Rapid Set Emulsion (CRS-2P) - Delivered to District Four, District-wide locations Asphalt Distributor and Operator Included.	\$600.50		\$530.53		
204	800	TON	Polymer Modified Cationic Rapid Set Emulsion (CRS-2P) - Delivered to District Five, District-wide locations.		\$600.00	\$537.05		
205	800	TON	Polymer Modified Cationic Rapid Set Emulsion (CRS-2P) - Delivered to District Five, District-wide locations Asphalt Distributor and Operator Included.	\$620.50		\$592.05		

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Item	Approx Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
206	800	TON	Polymer Modified Cationic Rapid Set Emulsion (CRS-2P) - Delivered to District Six, District-wide locations.		\$600.00	\$537.05		
207	800	TON	Polymer Modified Cationic Rapid Set Emulsion (CRS-2P) - Delivered to District Six, District-wide locations. Asphalt Distributor and Operator Included.	\$630.50		\$592.05		
208	800	TON	Polymer Modified Cationic Rapid Set Emulsion (CRS-2P) - Loaded at Vendor's Plant.		\$465.00	\$407.00		
209	800	TON	Polymer Modified Cationic High Float Rapid Set Emulsion (CHFRS-2P) - Delivered to District One, District-wide locations.			\$418.75		
210	800	TON	Polymer Modified Cationic High Float Rapid Set Emulsion (CHFRS-2P) - Delivered to District One, District-wide locations. Asphalt Distributor and Operator Included.			\$473.75		
211	800	TON	Polymer Modified Cationic High Float Rapid Set Emulsion (CHFRS-2P) - Delivered to District Two, District-wide locations.			\$408.18		
212	800	TON	Polymer Modified Cationic High Float Rapid Set Emulsion (CHFRS-2P) - Delivered to District Two, District-wide locations. Asphalt Distributor and Operator Included.			\$463.18		
213	800	TON	Polymer Modified Cationic High Float Rapid Set Emulsion (CHFRS-2P) - Delivered to District Three, District-wide locations.			\$503.49		
214	800	TON	Polymer Modified Cationic High Float Rapid Set Emulsion (CHFRS-2P) - Delivered to District Three, District-wide locations. Asphalt Distributor and Operator Included.			\$558.49		
215	800	TON	Polymer Modified Cationic High Float Rapid Set Emulsion (CHFRS-2P) - Delivered to District Four, District-wide locations.			\$475.53		
216	800	TON	Polymer Modified Cationic High Float Rapid Set Emulsion (CHFRS-2P) - Delivered to District Four, District-wide locations. Asphalt Distributor and Operator Included.			\$530.53		
217	800	TON	Polymer Modified Cationic High Float Rapid Set Emulsion (CHFRS-2P) - Delivered to District Five, District-wide locations.			\$537.05		

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Item	Approx Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
218	800	TON	Polymer Modified Cationic High Float Rapid Set Emulsion (CHFRS-2P) - Delivered to District Five, District-wide locations. Asphalt Distributor and Operator Included.			\$592.05		
219	800	TON	Polymer Modified Cationic High Float Rapid Set Emulsion (CHFRS-2P) - Delivered to District Six, District-wide locations.			\$537.05		
220	800	TON	Polymer Modified Cationic High Float Rapid Set Emulsion (CHFRS-2P) - Delivered to District Six, District-wide locations. Asphalt Distributor and Operator Included.			\$592.05		
221	800	TON	Polymer Modified Cationic High Float Rapid Set Emulsion (CHFRS-2P) - Loaded at Vendor's Plant.			\$407.00		
222	5400	TON	Rubberized Asphalt Emulsion - Delivered to District One, District-wide locations. 1 to100 tons.					\$498.00
223	5400	TON	Rubberized Asphalt Emulsion - Delivered to District One, District-wide locations. Asphalt Distributor and Operator Included. 1 to100 tons.	\$547.16			\$570.00	
224	5400	TON	Rubberized Asphalt Emulsion - Delivered to District One, District-wide Locations. >100 tons					\$488.00
225	5400	TON	Rubberized Asphalt Emulsion - Delivered to District One, District-wide Locations. Asphalt Distributor and Operator Included. > 100 tons.	\$537.16			\$564.00	
226	5400	TON	Rubberized Asphalt Emulsion - Delivered to District Two, District-wide locations. 1 to 100 tons.					\$515.00
227	5400	TON	Rubberized Asphalt Emulsion - Delivered to District Two, District-wide locations. Asphalt Distributor and Operator Included. 1 to 100 tons.	\$564.16			\$595.00	
228	2100	TON	Rubberized Asphalt Emulsion - Delivered to District Two, District-wide Locations. > 100 tons,					\$505.00
229	2100	TON	Rubberized Asphalt Emulsion - Delivered to District Two, District-wide Locations. Asphalt Distributor and Operator Included. >100 tons.	\$564.16			\$590.00	



State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Page-41

Item	Approx Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
230	5400	TON	Rubberized Asphalt Emulsion - Delivered to District Three, District-wide locations. 1 to100 tons.					\$445.00
231	5400	TON	Rubberized Asphalt Emulsion - Delivered to District Three, District-wide locations. Asphalt Distributor and Operator Included. 1 to 100	\$512.16			\$497.00	
232	2100	TON	Rubberized Asphalt Emulsion - Delivered to District Three, District-wide Locations. >100 tons.					\$435.00
233	2100	TON	Rubberized Asphalt Emulsion - Delivered to District Three, District-wide Locations. Asphalt Distributor and Operator Included. >100 tons.	\$512.16			\$495.00	
234	5400	TON	Rubberized Asphalt Emulsion - Delivered to District Four, District-wide locations. 1 to100 tons.					\$489.00
235	5400	TON	Rubberized Asphalt Emulsion - Delivered to District Four, District-wide locations. Asphalt Distributor and Operator Included. 1 to 100 tons.	\$542.16			\$568.00	
236	2100	TON	Rubberized Asphalt Emulsion Delivered to District Four, District-wide Locations. >100 tons.					\$479.00
237	2100	TON	Rubberized Asphalt Emulsion - Delivered to District Four, District-wide Locations. Asphalt Distributor and Operator Included. >100 tons.	\$542.16			\$563.00	
238	5400	TON	Rubberized Asphalt Emulsion - Delivered to District Five, District-wide locations. 1 to 100 tons.					\$482.00
239	5400	TON	Rubberized Asphalt Emulsion - Delivered to District Five, District-wide locations. Asphalt Distributor and Operator Included. 1 to100 tons.	\$562.16			\$559.00	
240	2100	TON	Rubberized Asphalt Emulsion - Delivered to District Five, District-wide Locations. >100 tons.					\$472.00
241	2100	TON	Rubberized Asphalt Emulsion - Delivered to District Five, District-wide Locations. Asphalt Distributor and Operator Included. >100 tons.	\$562.16			\$554.00	
242	5400	TON	Rubberized Asphalt Emulsion - Delivered to District Six, District-wide locations. 1 to100 tons.					\$472.00

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Page-42

Item	Approx Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
243	5400	TON	Rubberized Asphalt Emulsion - Delivered to District Six, District-wide locations. Asphalt Distributor and Operator Included. 1 to100 tons.	\$572.16			\$546.00	
244	2100	TON	Rubberized Asphalt Emulsion - Delivered to District Six, District-wide Locations. >100 tons.					\$462.00
245	2100	TON	Rubberized Asphalt Emulsion - Delivered to District Six, District-wide Locations. Asphalt Distributor and Operator Included. >100 tons.	\$572.16			\$541.00	
246	5400	TON	Rubberized Asphalt Emulsion - Loaded at Vendor's Plant.					\$423.00
247	5400	TON	Mineral Colloid Asphalt Emulsion - Delivered to District One, District-wide locations. 1 to100 tons.					\$498.00
248	5400	TON	Mineral Colloid Asphalt Emulsion - Delivered to District One, District-wide locations. Asphalt Distributor and Operator Included. 1 to100 tons.	\$547.16			\$568.00	
249	5400	TON	Mineral Colloid Asphalt Emulsion - Delivered to District One, District-wide Locations. >100 tons					\$488.00
250	5400	TON	Mineral Colloid Asphalt Emulsion - Delivered to District One, District-wide Locations. Asphalt Distributor and Operator Included. > 100 tons.	\$547.16			\$563.00	
251	5400	TON	Mineral Colloid Asphalt Emulsion - Delivered to District Two, District-wide locations. 1 to 100 tons.					\$515.00
252	5400	TON	Mineral Colloid Asphalt Emulsion - Delivered to District Two, District-wide locations. Asphalt Distributor and Operator Included. 1 to 100 tons.	\$564.16			\$595.00	
253	2100	TON	Mineral Colloid Asphalt Emulsion - Delivered to District Two, District-wide Locations. > 100 tons.					\$505.00
254	2100	TON	Mineral Colloid Asphalt Emulsion - Delivered to District Two, District-wide Locations. Asphalt Distributor and Operator Included. >100 tons.	\$564.16			\$590.00	
255	5400	TON	Mineral Colloid Asphalt Emulsion - Delivered to District Three, District-wide locations. 1 to100 tons.					\$445.00

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-80500-20-16863

Page-43

Item	Approx Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
256	5400	TON	Mineral Colloid Asphalt Emulsion - Delivered to District Three, District-wide locations. Asphalt Distributor and Operator Included. 1 to 100	\$512.16			\$497.00	
257	2100	TON	Mineral Colloid Asphalt Emulsion - Delivered to District Three, District-wide Locations. >100 tons.					\$435.00
258	2100	TON	Mineral Colloid Asphalt Emulsion - Delivered to District Three, District-wide Locations. Asphalt Distributor and Operator Included. >100 tons.	\$512.16			\$495.00	
259	5400	TON	Mineral Colloid Asphalt Emulsion - Delivered to District Four, District-wide locations. 1 to 100 tons.					\$489.00
260	5400	TON	Mineral Colloid Asphalt Emulsion - Delivered to District Four, District-wide locations. Asphalt Distributor and Operator Included. 1 to 100 tons.	\$542.16			\$568.00	
261	2100	TON	Mineral Colloid Asphalt Emulsion Delivered to District Four, District-wide Locations. >100 tons.					\$479.00
262	2100	TON	Mineral Colloid Asphalt Emulsion - Delivered to District Four, District-wide Locations. Asphalt Distributor and Operator Included. >100 tons.	\$542.16			\$563.00	
263	5400	TON	Mineral Colloid Asphalt Emulsion - Delivered to District Five, District-wide locations. 1 to 100 tons.					\$482.00
264	5400	TON	Mineral Colloid Asphalt Emulsion - Delivered to District Five, District-wide locations. Asphalt Distributor and Operator Included. 1 to 100 tons.	\$562.16			\$559.00	
265	2100	TON	Mineral Colloid Asphalt Emulsion - Delivered to District Five, District-wide Locations. >100 tons.					\$472.00
266	2100	TON	Mineral Colloid Asphalt Emulsion - Delivered to District Five, District-wide Locations. Asphalt Distributor and Operator Included. >100 tons.	\$562.16			\$554.00	
267	5400	TON	Mineral Colloid Asphalt Emulsion - Delivered to District Six, District-wide locations. 1 to 100 tons.					\$472.00
268	5400	TON	Mineral Colloid Asphalt Emulsion - Delivered to District Six, District-wide locations. Asphalt Distributor and Operator Included. 1 to 100 tons.	\$572.16			\$546.00	

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 10-80500-20-16863

Page-44

Item	Approx Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
269	2100	TON	Mineral Colloid Asphalt Emulsion - Delivered to District Six, District-wide Locations. >100 tons.					\$462.00
270	2100	TON	Mineral Colloid Asphalt Emulsion - Delivered to District Six, District-wide Locations. Asphalt Distributor and Operator Included. >100 tons.	\$572.16			\$541.00	
271	5400	TON	Mineral Colloid Asphalt Emulsion - Loaded at Vendor's Plant.					\$423.00
272	1000	HOUR	Demurrage Charge State Wide - (See Clause for specific detail).	\$100.00	\$75.00	\$80.00	\$110.00	\$95.00
273	2000	TON	Freight For Returns -This item applies to costs incurred by the supplier and shall be quantified and paid by the number of tons returned and includes pump and hose charges. Freight for returns may be charged by the vendor in the event a fully or partially loaded tanker is returned back to the supplier's plant by the District Engineer or their designee (see the Freight For Return clause for specific detail).	\$250.00	\$95.00	\$75.00	\$275.00	\$260.00

**\*\*\* 273 Items Awarded Total \*\*\***


## Certificate Of Completion

Envelope Id: B619DBEC8745409694A8D3808328D4E2	Status: Completed
Subject: GSD/SPD Procurement#: 10-80500-20-16863	
Source Envelope:	
Document Pages: 44	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Raelynn Lujan
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	13 Bataan Blvd
	Santa Fe, NM 87508
	Raelynn.Lujan@state.nm.us
	IP Address: 164.64.63.2

## Record Tracking


Status: Original 1/11/2021 9:30:27 AM	Holder: Raelynn Lujan Raelynn.Lujan@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

Signer Events	Signature	Timestamp
Raelynn Lujan raelynn.lujan@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 73.26.157.179	Sent: 1/11/2021 9:32:17 AM Viewed: 1/11/2021 9:32:25 AM Signed: 1/11/2021 9:32:32 AM

### Electronic Record and Signature Disclosure:

Accepted: 6/26/2020 4:27:38 PM  
ID: 6aae9b5a-2aef-4297-a7b0-359c22309d31

Natalie Martinez Natalie.Martinez1@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 173.186.221.93	Sent: 1/11/2021 9:32:37 AM Viewed: 1/11/2021 9:39:22 AM Signed: 1/12/2021 9:35:41 AM
--	---	--

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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 Adoption: Pre-selected Style Using IP Address: 97.123.66.66	Sent: 1/12/2021 9:35:47 AM Viewed: 1/12/2021 10:24:34 AM Signed: 1/12/2021 10:25:00 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

<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
-------------------------------------	---------------	------------------

<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
----------------------------------	---------------	------------------

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
---------------------------	---------------	------------------

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
-----------------------	------------------	------------------

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
----------------------	------------------	------------------

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	1/11/2021 9:32:17 AM
Certified Delivered	Security Checked	1/12/2021 10:24:34 AM
Signing Complete	Security Checked	1/12/2021 10:25:00 AM
Completed	Security Checked	1/12/2021 10:25:00 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
-----------------------	---------------	-------------------

<b>Electronic Record and Signature Disclosure</b>
---

## **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](mailto: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](mailto: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](mailto: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](mailto: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.