



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

<p>Awarded Vendor 11 Vendors</p> <p>Telephone No. _____</p>

Price Agreement Number: 60-805-16-13982

Price Agreement Amendment No.: Two

Term: August 19, 2016 – August 18, 2019

<p>Ship To: New Mexico Department of Transportation Various Locations</p>
<p>Invoice: New Mexico Department of Transportation Various Locations</p>
<p>For questions regarding this Price Agreement please contact: India Garcia 505-827-5183</p>

Procurement Specialist: Susan L. Phillips *SLP*

Telephone No.: (505) 827-0488

Email: susanl.phillips@state.nm.us

Title: **Heavy Equipment Rental**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 19, 2018 to August 18, 2019 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Richard Rodriguez

 New Mexico State Purchasing Agent

Date: 8/19/2018

mm



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
11 Vendors
Vendors AA to AK

Telephone No.: _____

Price Agreement Number: 60-805-16-13982

Price Agreement Amendment No.: One

Term: August 19, 2016-August 18, 2018

Ship To:
New Mexico Department of Transportation
Various Locations

Invoice:
New Mexico Department of Transportation
Various Locations

For questions regarding this Price Agreement please contact:
India Garcia 505-827-5183

Procurement Specialist: Eric Sanchez

Telephone No.: (505) 827-0554

Title: **Heavy Equipment Rental**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 19, 2017 to August 18, 2018 at the same terms and conditions.

See attached page for vendor (AF) Herc Rentals price escalations. Vendors AA to AK agree to extend.

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

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 8/24/17

VENDOR (AF) - HERC RENTALS

Item	Article and Description	Current Price	New Price
002	Wheel loader 2-3 CY; monthly	\$4,066.00	\$4,250.00
003	Wheel loader 2-3 CY; quarterly (3 month)	\$12,198.00	\$12,750.00
004	Wheel loader 2-3 CY; semi-annual (6 month)	\$24,396.00	\$25,500.00
005	Backhoe loader, encl.cab, general purpose ; weekly	\$680.00	\$727.00
025	Light tower, 22' telescoping mast ; weekly	\$218.00	\$285.00
026	Light tower, 22' telescoping mast ; monthly	\$485.00	\$650.00
027	Light tower, 22' telescoping mast ; quarterly (3 month)	\$1,455.00	\$1,950.00
028	Light tower, 22' telescoping mast ; semi-annual (6 month)	\$2,910.00	\$3,900.00
033	Skid steer loader, min. 86hp; weekly	\$380.00	\$395.00
034	Skid steer loader, min. 86hp; monthly	\$945.00	\$995.00
035	Skid steer loader, min. 86hp; quarterly (3 month)	\$2,835.00	\$2,985.00
036	Skid steer loader, min. 86hp; semi-annual (6 month)	\$5,670.00	\$5,970.00
069	Excavator, large; weekly	\$1,675.00	\$1,678.00
073	Water Truck; weekly	\$1,521.00	\$1,900.00
074	Water Truck; monthly	\$3,995.00	\$4,200.00
075	Water Truck; quarterly (3 month)	\$11,985.00	\$12,600.00
076	Water Truck; semi-annual (6 month)	\$23,970.00	\$25,200.00



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
12 Vendors

Telephone No.:


Price Agreement Number: 60-805-16-13982

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Eric Sanchez 

Telephone No.: 505-827-0554

Invoice:
New Mexico Department of Transportation
Various Locations


For questions regarding this contract please contact:
James Ortega 505-827-5135

Title: **Heavy Equipment Rental**

Term: **August 19, 2016- August 18, 2017**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico



 New Mexico State Purchasing Agent

Date: 8/15/16

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. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by 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,

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such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State 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 13-1-99 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. 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. 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 proposal 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. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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: <http://insurenemexico.state.nm.us/>.

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

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of 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!*

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

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

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.

Article V - Termination

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

Article VI – Amendment

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

Article VII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

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

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Awarded Vendors:

(AA) 0000092769
Century Equipment Rental LLC
6301 Edith Blvd. NE
Albuquerque, NM 87107
505-433-2246

(AB) 0000127709
Easton Sales and Rentals LLC
16750 Hilltop Park Place
Chagron Falls, OH 44023
440-708-0099

(AC) 0000103580
4 Rivers Equipment
2301 Candelaria Road NE
Albuquerque, NM 87107
505-884-2900

(AD) 0000046137
Frank's Supply Company, Inc.
3311 Stanford Dr. NE
Albuquerque, NM 87107
505-884-0000

(AE) 0000048609
Golden Equipment Company
721 Candelaria Road NE
Albuquerque, NM 87107
505-345-7811

(AF) 0000008171
Herc Rentals Inc.
3601 Osuna Road NE
Albuquerque, NM 87109
505-344-5500

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(AG) 0000046837
MCT Industries Inc.
7451 Pan American Freeway NE
Albuquerque, NM 87109
505-345-8651

(AH) 0000052668
PG Enterprises LLC
301 Murray SE
Albuquerque, NM 87105
505-873-9593

(AI) 0000073697
Power Equipment Company
100 Barr Avenue SE
Albuquerque, NM 87105
303-961-8957

(AJ) 0000102501
Titan Machinery
6613 Edith Blvd. NW
Albuquerque, NM 87113
505-342-2566

(AK) 0000105527
Total Equipment
8800 N I-35 Service Road
Oklahoma City, OK 73131
405-685-5531

(AL) 0000045306
Wagner Equipment Co.
4000 Osuna Rd. NE
Albuquerque, NM 87109
505-345-8411

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Specifications:

To establish a price agreement to provide off road heavy equipment for short term use (less than one year) at both maintenance patrols and/or special crews for use by the New Mexico Department of Transportation, New Mexico State Agencies and New Mexico Local Public Bodies.

TERMS:

The term of this price agreement shall be for one year (1) year from the date of award with the option to extend up to three (3) additional one (1) year extensions by mutual agreement of both parties and the approval of the state purchasing director at the same, terms and conditions. The price agreement shall not exceed four (4) years total.

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

CONTRACTED VENDOR AGREES TO:

Provide competent supervision and skilled personnel to carry on all work in progress.

Comply with all local, state, and federal laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the life and health of employees on-the-job and the safety and health of employees on-the-job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

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

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

DELIVERIES:

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

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transport truck and trailers to pick up and/or relocate any rental equipment. The NMDOT shall notify the awarded vendor of any relocation.

For the purpose of this item, prior to award, the contractor shall designate a New Mexico base station _____.

TAX NOTE:

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

INSURANCE REQUIREMENTS:

The Contractor shall procure and maintain at the Contractors expense insurance of the kinds and in amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in New Mexico and shall cover all operations under the Contract, whether performed by the Contractor, the Contractor'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 Contract, the Contractor'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 Contract, the Contractor's insurance must include coverage for injury to or destruction of property arising out of:

The collapse of or structural injury to building or structures due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of building or structures or removal or rebuilding of structural supports thereof.

d. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground. If such injury or destruction is caused by or occurs during the use

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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 Contractor (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 Contractor 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 Contractor 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 contract.

(C) Certificate of Insurance/Department as Additional Insured: The Contractor being awarded the Contract/Price Agreement shall furnish evidence of Contractor's insurance coverage by a Certificate of Insurance. The Certificate of Insurance shall be submitted prior to award of the Contract/Price Agreement.

The Contractor 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 Contractor 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 Department thirty (30) days written notice. Also, a Certificate of Insurance shall be furnished to the Department on renewal of a policy or policies as necessary during the terms of this Contract.

The Department 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 Contractor. The Department will recognize following form excess coverage (Umbrella) as meeting the requirements of Subsection (A) 1.a of this Contract, should such insurance otherwise meet all requirements of such subsections.

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

(F) **Railroad Insurance:** In the event that railroad property is affected by the subject Contract, the Contractor, 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 Contractor 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 Contractor shall be considered an independent Contractor and not an employee of the State of New Mexico. However, directions as to the time and place of performance and compliance with rules and regulations may be required by the using Agency.

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

ESCALATION CLAUSE:

In the event of a cost increase, requests for escalation will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.

METHOD OF AWARD:

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

Prices quoted shall include all costs for item.

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

The selection of a vendor from a multiple source price agreement to provide an item shall be based on the purchase order.

The vendor selected to provide requested items shall be the vendor providing items for the specific purchase order at the lowest overall cost to the Department.

A vendor not offering the lowest cost to the Department can only be used for the specific project if the vendor providing the lowest overall cost to the Department is unable to provide the requested item(s) due to product availability. The Department may require written correspondence from vendor indicating unavailability to perform specified item.

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BILLING LOCATIONS AND CONTACTS:

The awarded contractor shall bill each individual district for their respective rentals as stated in their respective district locations listed below:

NMDOT District One
Purchasing Section
2912 East Pine Street
Deming, NM 88030
Contact: Carmen Reyes (575) 544-6543

NMDOT District Two
Purchasing Section
4505 West Second Street
P.O. Box 1457
Roswell, NM 88202-1457
Contact: William Morrow (575) 637-7245

NMDOT District Three
Purchasing Section
7500 East Frontage Road
P.O. Box 91750
Albuquerque, NM 87199-1750
Gabriel Vigil (505) 798-6692

NMDOT District Four
Purchasing Section
South Highway 85
P.O. Box 30
Las Vegas, NM 87701-0030
Contact: Gabrielle Vigil (505) 454-3637

NMDOT District Five
Purchasing Section
7315 Cerrillos road
P.O. Box 4127
Santa Fe, NM 87507-4127
Contact: Laura Romero (505) 995-7731

NMDOT District Six
Procurement Section
1919 Pinion Drive
P.O. Box 2159
Milan, NM 88202-5878
Contact person: Michael Neely (505) 285-3240

NMDOT General Office (G.O.)/Training Academy
Roswell, G.O.
Training Director
735 Earl Cummings Loop
P.O. Box 8578
Roswell, NM 88202-5878
Contact: Patricia Hairston (575) 637-7840

NMDOT General Office, Fleet Management Bureau
1120 Cerrillos Road, Bldg. Sb-2
P.O. Box 1149
Santa Fe, NM 87504-1149
Contact: Lou Garafolo (505) 827-5542

Items' Submission Instructions:

Submission process only - Contact the help line directly at: GSD.SPDeProcurement@state.nm.us if you have any questions or concerns.

Items are located on our website and can be exported to Excel: <https://suppliers.sciquest.com/StateOfNewMexico/>.

Use one of the two following options on eProNM to submit your prices for each item:

Option 1 (Import Bid):

Download the Excel spreadsheet;
Enter your bid prices into the spreadsheet;
Upload the spreadsheet into the website.

*Exporting the Items will leave out any item options (make, model, vehicle options, etc.). If you choose to fill out the Excel spreadsheet (Option 1), make sure after importing it that all items are complete and all necessary item options are complete.

Option 2 (Enter Bid):

Fill out the prices for items directly on the website (add comments if necessary).

NOTE: Bids on the website must be received by the due date and time listed on the front page of this ITB or as amended. Electronic submissions via eProNM (<https://suppliers.sciquest.com/StateOfNewMexico/>) submitted within 2 hours of the close time cannot be guaranteed to upload successfully.

***Detailed Instructions for uploading bids can be found using the Response Guide, specifically see page 7 for Items:
<http://www.generalservices.state.nm.us/statepurchasing/onlineprocurement.aspx>

OR: Hard Copy Submissions to Include Electronic Items:

Bid **must** include the entire ITB with specifications along with an electronic copy of only the items' spreadsheet in Excel form: on a CD ROM or Flash Drive. (Make sure you respond to all necessary item options in the comments' column on the spreadsheet, if applicable. Include any discount items/questions if applicable.) Verify you respond to the number of items indicated – **(78 items total for this ITB.)**

(Items on Next Page)

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 60-805-16-13982

Items	Unit	Article and Description	Unit Price
001	Each	Wheel loader 2-3 CY; weekly	AA)\$1,080.00 AB)\$1,266.00 AC)\$1,850.00 AE)\$1,280.00 AF)\$1,469.00 AH)\$1,400.00 AJ)\$1,500.00 AK)\$1,080.00 AL)\$1,965.00
002	Each	Wheel loader 2-3 CY; monthly	AA)\$3,240.00 AB)\$3,798.00 AC)\$4,125.00 AE)\$3,840.00 AF)\$4,066.00 AH)\$4,200.00 AJ)\$4,500.00 AK)\$3,240.00 AL)\$4,400.00

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 Purchasing Division
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003	Each	Wheel loader 2-3 CY; quarterly (3 month)	AA)\$9,720.00 AB)\$11,394.00 AC)\$12,375.00 AE)\$11,520.00 AF)\$12,198.00 AH)\$12,600.00 AJ)\$13,500.00 AK)\$9,720.00 AL)\$13,200.00
004	Each	Wheel loader 2-3 CY; semi-annual (6 month)	AA)\$19,440.00 AB)\$22,788.00 AC)\$24,756.00 AE)\$23,040.00 AF)\$24,396.00 AH)\$25,200.00 AJ)\$27,000.00 AK)\$19,440.00 AL)\$26,400.00

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 Purchasing Division
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005	Each	Backhoe loader, encl.cab, general purpose ; weekly	AA)\$640.00 AB)\$750.00 AC)\$900.00 AD)\$900.00 AE)\$648.00 AF)\$680.00 AH)\$800.00 AJ)\$900.00 AL)\$816.00
006	Each	Backhoe loader, encl.cab, general purpose ; monthly	AA)\$2,000.00 AB)\$2,250.00 AC)\$1,987.50 AD)\$2,200.00 AE)\$1,944.00 AF)\$2,015.00 AH)\$2,400.00 AJ)\$2,650.00 AL)\$2,430.00

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 General Services Department
 Purchasing Division
 Price Agreement #: 60-805-16-13982

007	Each	Backhoe loader, encl.cab, general purpose ; quarterly (3 month)	AA)\$6,000.00 AB)\$6,750.00 AC)\$5,962.50 AD)\$6,600.00 AE)\$5,832.00 AF)\$6,045.00 AH)\$7,200.00 AJ)\$7,800.00 AL)\$7290.00
008	Each	Backhoe loader, encl.cab, general purpose ; semi-annual (6 month)	AA)\$12,000.00 AB)\$13,500.00 AC)\$11,925.00 AD)\$13,200.00 AE)\$11,664.00 AF)\$12,090.00 AH)\$14,400.00 AJ)\$15,300.00 AL)\$14,580.00

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009	Each	Broom, sweeper, encl. Cab, 8' brush; weekly	AB)\$800.00 AC)\$675.00 AE)\$640.00 AF)\$750.00 AH)\$850.00 AL)\$1,100.00
010	Each	Broom, sweeper, encl. Cab, 8' brush; monthly	AB)\$2,400.00 AC)\$1,500.00 AE)\$1,920.00 AF)\$2,050.00 AH)\$2,550.00 AL)\$2,730.00
011	Each	Broom, sweeper, encl. Cab, 8' brush; quarterly (3 month)	AB)\$7,200.00 AC)\$4,500.00 AE)\$5,760.00 AF)\$6,150.00 AH)\$7,650.00 AL)\$8,190.00

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012	Each	Broom, sweeper, encl. Cab, 8' brush; semi-annual (6 month)	AB)\$14,400.00 AC)\$9,000.00 AE)\$11,520.00 AF)\$12,300.00 AH)\$15,300.00 AL)\$16,380.00
013	Each	Excavator, min. 10,000 lbs/12' dig depth; weekly	AA)\$800.00 AB)\$800.00 AC)\$1,100.00 AE)\$720.00 AF)\$735.00 AH)\$800.00 AJ)\$800.00 AK)\$825.00 AL)\$1,380.00
014	Each	Excavator, min. 10,000 lbs/12' dig depth; monthly	AA)\$2,400.00 AB)\$2,400.00 AC)\$2,437.00 AE)\$2,160.00 AF)\$2,150.00 AH)\$2,400.00 AJ)\$2,450.00 AK)\$2,475.00 AL)\$3,430.00

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015	Each	Excavator, min. 10,000 lbs/12' dig depth; quarterly (3 month)	AA)\$7,200.00 AB)\$7,200.00 AC)\$7,312.50 AE)\$6,480.00 AF)\$6,450.00 AH)\$7,200.00 AJ)\$7,200.00 AK)\$7,425.00 AL)\$10,290.00
016	Each	Excavator, min. 10,000 lbs/12' dig depth; semi-annual (6 month)	AA)\$14,400.00 AB)\$14,400.00 AC)\$14,625.00 AE)\$12,960.00 AF)\$12,900.00 AH)\$14,400.00 AJ)\$14,100.00 AK)\$14,850.00 AL)\$20,580.00

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017	Each	Roller, steel wheel, 4-6 ton; weekly	AA)\$934.00 AB)\$900.00 AC)\$1,050.00 AE)\$720.00 AH)\$770.00 AJ)\$584.00 AL)\$825.00
018	Each	Roller, steel wheel, 4-6 ton; monthly	AA)\$2,800.00 AB)\$2,700.00 AC)\$2,362.50 AE)\$2,160.00 AH)\$2,310.00 AJ)\$1,750.00 AL)\$1,980.00
019	Each	Roller, steel wheel, 4-6 ton; quarterly (3 month)	AA)\$8,400.00 AB)\$8,100.00 AC)\$7,087.50 AE)\$6,480.00 AH)\$6,930.00 AJ)\$5,100.00 AL)\$5,940.00

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020	Each	Roller, steel wheel, 4-6 ton; semi-annual (6 month)	AA)\$16,800.00 AB)\$16,200.00 AC)\$14,175.00 AE)\$12,960.00 AH)\$13,860.00 AJ)\$9,900.00 AL)\$11,880.00
021	Each	Roller, pneumatic wheel 8-12 ton ; weekly	AA)\$1,200.00 AB)\$1,000.00 AC)\$975.00 AE)\$1,200.00 AH)\$690.00 AJ)\$1,290.00 AL)\$1,290.00
022	Each	Roller, pneumatic wheel 8-12 ton ; monthly	AA)\$3,600.00 AB)\$3,000.00 AC)\$2,193.75 AE)\$3,600.00 AH)\$2,070.00 AJ)\$3,870.00 AL)\$3,068.00

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023	Each	Roller, pneumatic wheel 8-12 ton ; quarterly (3 month)	AA)\$10,800.00 AB)\$9,000.00 AC)\$6,581.25 AE)\$10,800.00 AH)\$6,210.00 AJ)\$11,400.00 AL)\$9,205.00
024	Each	Roller, pneumatic wheel 8-12 ton ; semi-annual (6 month)	AA)\$21,600.00 AB)\$18,000.00 AC)\$13,162.50 AE)\$21,600.00 AH)\$12,420.00 AJ)\$22,500.00 AL)\$18,408.00
025	Each	Light tower, 22' telescoping mast ; weekly	AC)\$300.00 AD)\$285.00 AE)\$240.00 AF)\$218.00 AH)\$290.00 AJ)\$192.00 AL)\$350.00

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026	Each	Light tower, 22' telescoping mast ; monthly	AC)\$675.00 AD)\$715.00 AE)\$720.00 AF)\$485.00 AH)\$870.00 AJ)\$575.00 AL)\$900.00
027	Each	Light tower, 22' telescoping mast ; quarterly (3 month)	AC)\$2,025.00 AD)\$2,145.00 AE)\$2,160.00 AF)\$1,455.00 AH)\$2,610.00 AJ)\$1,650.00 AL)\$2,700.00
028	Each	Light tower, 22' telescoping mast ; semi-annual (6 month)	AC)\$4,050.00 AD)\$4,290.00 AE)\$4,320.00 AF)\$2,910.00 AH)\$5,220.00 AJ)\$3,000.00 AL)\$5,400.00

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029	Each	Motorgrader, min. 170-200hp; weekly	AA)\$2,000.00 AB)\$2,000.00 AC)\$2,250.00 AE)\$1,920.00 AH)\$2,900.00 AL)\$3,570.00
030	Each	Motorgrader, min. 170-200hp; monthly	AA)\$6,000.00 AB)\$6,000.00 AC)\$5,062.50 AE)\$5,760.00 AH)\$8,700.00 AL)\$8,500.00
031	Each	Motorgrader, min. 170-200hp; quarterly (3 month)	AA)\$18,000.00 AB)\$18,000.00 AC)\$15,187.50 AE)\$17,280.00 AH)\$26,100.00 AL)\$25,500.00

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032	Each	Motorgrader, min. 170-200hp; semi-annual (6 month)	AA)\$36,000.00 AB)\$36,000.00 AC)\$30,375.00 AE)\$34,560.00 AH)\$52,200.00 AL)\$51,500.00
033	Each	Skid steer loader, min. 86hp; weekly	AA)\$667.00 AB)\$714.00 AC)\$900.00 AE)\$520.00 AF)\$380.00 AH)\$800.00 AJ)\$650.00 AK)\$750.00 AL)\$1,764.00
034	Each	Skid steer loader, min. 86hp; monthly	AA)\$2,000.00 AB)\$2,142.00 AC)\$1,875.00 AE)\$1,560.00 AF)\$945.00 AH)\$2,400.00 AJ)\$1,900.00 AK)\$2,250.00 AL)\$4,410.00

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035	Each	Skid steer loader, min. 86hp; quarterly (3 month)	AA)\$6,000.00 AB)\$6,426.00 AC)\$5,625.00 AE)\$4,680.00 AF)\$2,835.00 AH)\$7,200.00 AJ)\$5,500.00 AK)\$6,750.00 AL)\$13,230.00
036	Each	Skid steer loader, min. 86hp; semi-annual (6 month)	AA)\$12,000.00 AB)\$12,852.00 AC)\$11,250.00 AE)\$9,360.00 AF)\$5,670.00 AH)\$14,400.00 AJ)\$10,800.00 AK)\$13,500.00 AL)\$26,460.00

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041	Each	Broom, sweeper, encl. Cab, 8' brush; weekly	AB)\$700.00 AC)\$675.00 AE)\$640.00 AH)\$850.00 AL)\$1,100.00
042	Each	Broom, sweeper, encl. Cab, 8' brush; monthly	AB)\$2,100.00 AC)\$1,500.00 AE)\$1,920.00 AH)\$2,550.00 AL)\$2,730.00
043	Each	Broom, sweeper, encl. Cab, 8' brush; quarterly (3 month)	AB)\$6,300.00 AC)\$4,500.00 AE)\$5,760.00 AH)\$7,650.00 AL)\$8,190.00
044	Each	Broom, sweeper, encl. Cab, 8' brush; semi-annual (6 month)	AB)\$12,600.00 AC)\$9,000.00 AE)\$11,520.00 AH)\$15,300.00 AL)\$16,380.00

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045	Each	50 ton lowboy trailer or approved equiv.; weekly	AG)\$1,083.00 AH)\$425.00 AL)\$1,250.00
046	Each	50 ton lowboy trailer or approved equiv.; monthly	AG)\$3,250.00 AH)\$1,275.00 AL)\$4,500.00
047	Each	50 ton lowboy trailer or approved equiv.; quarterly (3 month)	AG)\$9,450.00 AH)\$3,825.00 AL)\$12,000.00
048	Each	50 ton lowboy trailer or approved equiv.; semi-annual (6 month)	AG)\$18,300.00 AH)\$7,650.00 AL)\$21,840.00
049	Each	20 ton utility trailer; weekly	AG)\$400.00 AH)\$325.00 AL)\$350.00
050	Each	20 ton utility trailer; monthly	AG)\$1,250.00 AH)\$975.00 AL)\$880.00

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051	Each	20 ton utility trailer; quarterly (3 month)	AG)\$3,600.00 AH)\$2,925.00 AL)\$2,000.00
052	Each	20 ton utility trailer; semi-annual (6 month)	AG)\$6,900.00 AH)\$5,850.00 AL)\$3,510.00
053	Each	Trailer message board; weekly	AH)\$675.00
054	Each	Trailer message board; monthly	AH)\$2,025.00
055	Each	Trailer message board; quarterly (3 month)	AH)\$6,075.00
056	Each	Trailer message board; semi-annual (6 month)	AH)\$12,150.00
057	Each	Vactor or Vaccon; weekly	AA)\$800.00 AB)\$833.00 AH)\$580.00
058	Each	Vactor or Vaccon; monthly	AA)\$2,400.00 AB)\$2,499.00 AH)\$1,740.00

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059	Each	Vactor or Vaccon; quarterly (3 month)	AA)\$7,200.00 AB)\$7,497.00 AH)\$5,220.00
060	Each	Vactor or Vaccon; semi-annual (6 month)	AA)\$14,400.00 AB)\$14,994.00 AH)\$10,440.00
061	Each	Transport truck 54k gvwr for ; weekly	AH)\$1,175.00 AL)\$1,000.00
062	Each	Transport truck 54k gvwr for ; monthly	AH)\$3,525.00 AL)\$3,560.00
063	Each	Transport truck 54k gvwr for ; quarterly (3 month)	AH)\$10,575.00 AL)\$9,450.00
064	Each	Transport truck 54k gvwr for ; semi-annual (6 month)	AH)\$21,150.00 AL)\$17,700.00
065	Each	Chip Spreader; weekly	AF)\$685.00
066	Each	Chip Spreader; monthly	AF)\$1,755.00
067	Each	Chip Spreader; quarterly (3 month)	AF)\$5,265.00
068	Each	Chip Spreader; semi-annual (6 month)	AF)\$10,530.00
069	Each	Excavator, large; weekly	AA)\$1,734.00 AB)\$1,833.00 AC)\$1,600.00 AE)\$1,920.00 AF)\$1,675.00 AH)\$1,880.00 AJ)\$2,250.00 AK)\$2,160.00 AL)\$2,710.00

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070	Each	Excavator, large; monthly	AA)\$5,200.00 AB)\$5,499.00 AC)\$3,562.50 AE)\$5,760.00 AF)\$5,150.00 AH)\$5,640.00 AJ)\$6,750.00 AK)\$6,480.00 AL)\$6,080.00
071	Each	Excavator, large; quarterly (3 month)	AA)\$15,600.00 AB)\$16,497.00 AC)\$10,687.50 AE)\$17,280.00 AF)\$15,450.00 AH)\$16,920.00 AJ)\$20,100.00 AK)\$19,440.00 AL)\$18,240.00
072	Each	Excavator, large; semi-annual (6 month)	AA)\$31,200.00 AB)\$32,994.00 AC)\$21,375.00 AE)\$34,560.00 AF)\$30,900.00 AH)\$33,840.00 AJ)\$39,900.00 AK)\$38,880.00 AL)\$36,480.00

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073	Each	Water Truck; weekly	AA)\$800.00 AB)\$1,500.00 AC)\$950.00 AD)\$1,700.00 AE)\$696.00 AF)\$1,521.00 AG)\$1,425.00 AH)\$800.00 AJ)\$1,050.00 AL)\$2,178.00
074	Each	Water Truck; monthly	AA)\$2,400.00 AB)\$4,500.00 AC)\$2,137.50 AD)\$4,780.00 AE)\$2,088.00 AF)\$3,995.00 AG)\$4,250.00 AH)\$2,400.00 AJ)\$3,150.00 AL)\$6,093.00

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075	Each	Water Truck; quarterly (3 month)	AA)\$7,200.00 AB)\$13,500.00 AC)\$6,412.50 AD)\$14,340.00 AE)\$6,264.00 AF)\$11,985.00 AG)\$12,000.00 AH)\$7,200.00 AJ)\$9,300.00 AL)\$18,279.00
076	Each	Water Truck; semi-annual (6 month)	AA)\$14,400.00 AB)\$27,000.00 AC)\$12,825.00 AD)\$28,600.00 AE)\$12,528.00 AF)\$23,970.00 AG)\$22,800.00 AH)\$14,400.00 AJ)\$18,300.00 AL)\$36,558.00

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077	Mile	Mobilization/Transport	AA)\$4.35 AB)\$6.00 AC)\$6.00 AE)\$4.00 AF)\$2.50 AH)\$4.00 AJ)\$3.00 AK)\$5.00 AL)\$3.00
078	Each	% Discount for other equipment not listed	AA) 20% AB) 20% AC) 25% AE) 20% AF) 0% AH) 10% AI) 25% AJ) 0% AK) 20% AL) 15%