



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

**Awarded Vendor**  
0000052204  
**Olivas Trucking Co.**  
PO Box 504  
Mora, NM 87732  
olivastruckingmora@yahoo.com  
  
**Telephone No. (505) 350-9749**

Price Agreement Number: 60-805-16-14032

Price Agreement Amendment No.: Three

Term: March 18, 2016 – March 17, 2020

**Ship To:**  
New Mexico Department of Transportation  
Various Locations Through District One

Procurement Specialist: Raelynn Lujan

Telephone No.: (505) 827-0484

Email: Raelynn.Lujan@state.nm.us

**Invoice:**  
New Mexico Department of Transportation  
Various Locations Through District One

For questions regarding this Price Agreement please contact:  
Angela Martinez 505-570-7940

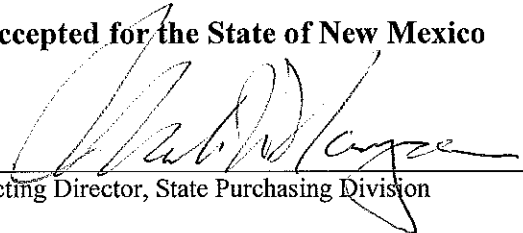
Title: **Volcanic Cinder – D1**

**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 March 18, 2019 to March 17, 2020 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**

  
\_\_\_\_\_  
Acting Director, State Purchasing Division

Date: 2/15/19

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

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State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

**Awarded Vendor**  
**(AC) 0000052204**  
**Olivas Trucking Co.**  
**PO Box 504**  
**Mora, NM 87732**  
**olivastruckingmora@yahoo.com**  
  
**Telephone No. (505) 350-9749**

Price Agreement Number: 60-805-16-14032AC

Price Agreement Amendment No.: Two

Term: March 18, 2016 – March 17, 2019

**Ship To:**  
**New Mexico Department of Transportation**  
**Various Locations Through District One**

Procurement Specialist: Travis Dutton-Leyda

Telephone No.: (505) 827-0477

Email: travis.dutton-leyda@state.nm.us

**Invoice:**  
**New Mexico Department of Transportation**  
**Various Locations Through District One**

For questions regarding this Price Agreement please contact:  
Angela Martinez 505-827-5127

Title: **Volcanic Cinder – D1**

**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 March 18, 2018 to March 17, 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**

  
New Mexico State Purchasing Agent

Date: March 19, 2018

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

RL





State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment


**Awarded Vendor:**  
(AC) 0000052204  
Olivas Trucking Co.  
PO Box 504  
Mora, NM 87732  
olivastruckingmora@yahoo.com  
  
Telephone No. 505-350-9749

Price Agreement Number: 60-805-16-14032AC

Price Agreement Amendment No.: One

Term: March 18, 2016 - March 17, 2018

**Ship To:**  
New Mexico Department of Transportation  
Various Locations Through District One

Procurement Specialist: Travis Dutton-Leyda 

Telephone No.: 505-827-0477

**Invoice:**  
New Mexico Department of Transportation  
Various Locations Through District One

Email: travis.dutton-leyda@state.nm.us

For questions regarding this Price Agreement please contact:  
Angela Martinez 505-827-5127

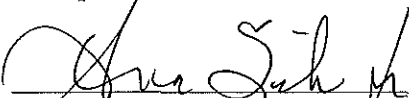
Title: **Volcanic Cinders – D1**

**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 March 18, 2017 to March 17, 2018 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**

  
\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 2.15.17



# State of New Mexico General Services Department

## Price Agreement

**Awarded Vendors:**  
3 Vendors – See Page 6

Price Agreement Number: 60-805-16-14032

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

**Ship To:**  
New Mexico Department of Transportation  
Various Locations Through District One

Procurement Specialist: Travis Dutton

Telephone No.: 505-827-0477

Email: travis.dutton-leyda@state.nm.us

**Invoice:**  
New Mexico Department of Transportation  
Various Locations Through District One


For questions regarding this contract please contact:  
Louie Lam 505-827-5196

Title: **Volcanic Cinders – D1**

Term: **March 18, 2016 thru March 17, 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: 3.15.16

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General Services Department  
Purchasing Division  
Price Agreement #: 60-805-16-14032

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**Terms and Conditions**  
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. 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, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

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Purchasing Division  
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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 13-1-199 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.

### **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://www.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/Pay\\_Equity.aspx](http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx)

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**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**

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 #: 60-805-16-14032

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**Awarded Vendors:**

**(AA)**

**0000118042**

Del Norte Masonry Products, Inc.  
4560 Ripley  
El Paso, TX 79922  
915-584-4453  
[delnortemasonry@hotmail.com](mailto:delnortemasonry@hotmail.com)

**(AB)**

**0000044421**

Monarch Mountain Minerals & Aggregate  
2700 2nd St. SW  
Albuquerque, NM 87102  
505-242-6599  
[jcollins@quikrete.com](mailto:jcollins@quikrete.com)

**(AC)**

**0000052204**

Olivas Trucking Co.  
PO Box 504  
Mora, NM 87732  
505-350-9749  
[olivastruckingmora@yahoo.com](mailto:olivastruckingmora@yahoo.com)

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-805-16-14032

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Establish a Price Agreement for furnishing Volcanic Cinder material for snow and ice control for the New Mexico Department of Transportation (NMDOT).

The State Purchasing Agent is issuing an Agency Price Agreement. Under the terms and conditions of this Price Agreement all State of New Mexico Agencies, Commissions, Institutions, Political Sub-divisions and Local Bodies allowed by law may issue orders for items described herein. The terms and conditions of this Price Agreement shall form a part of each other issued hereunder.

**Term:**

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

**Scope:**

Cinder material for snow and ice control shall be delivered by the supplier to the sites stated within District One. Delivery of material for each line item is to be completed within seven (7) days after receipt of purchase order.

Deliveries must be done between the hours of 7:30am and 3:00pm Monday through Friday unless otherwise directed by the District Engineer or his designee.

Vendors shall notify respective Patrol Supervisors of times and dates of deliveries.

Deliveries will be unloaded at the site(s) designated by using end dump trucks.

Payment shall be made when all orders are completely delivered to the designated Patrol Yard.

If deliveries are not in compliance with the contract, the NMDOT reserves the right to purchase cinders from another source. Should there be a difference in cost; the contract vendor shall pay the difference.

Basis of payment shall be by the tonnage weight on certified scales provided by the vendor. Vendor shall provide a copy of net weight ticket with each load. NMDOT shall have the right to verify any or all loads. The cost of weigh-in shall be included in the bid price.

**Material specifications:**

Sieve Size	% Passing
½ inch	100
3/8 inch	70-100
#200	0-16

Pumice not accepted. All cinders shall be sandy non-plastic. Vendor to specify what type of cinders they are bidding.

**NMDOT Patrol Locations:**

- Anthony – NM 460, MP 3.2
- Cliff – US 180, MP 81, 57 Miles West of Silver City
- Silver City – 5274 NM 152
- Lordsburg – 1 Mile East of Lordsburg
- Animas – NM 9, MM 14.9 - 1 Mile East of Animas
- Deming – 2912 E. Pine St.
- Las Cruces – US 70, 8 miles East of I-25 Interchange
- Hatch – 623 Franklin Street
- Williamsburg – North Michigan Ave.
- Winston – NM 52, MM 28.4
- Magdalena – 115 N. Main Street

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Socorro – NM 1, MM 60.4, South of Socorro

**Quantities:**

The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the using agency at the time of P.O. Quantities may be increased or decreased as necessary to meet actual requirements. The State does not guarantee any amount of work.

**Method of Award:**

Method of award shall be based on location of plant and price by item for each location. Awarded vendors will be given between 48 hours to seven (7) days' notice of needed materials. Materials not supplied upon demand after this time will be purchased from secondary vendor.

The Department reserves the right to cancel any order due to emergencies or bad weather conditions and will not incur any charges if this occurs.

**Primary and secondary sources:**

The low bidder will be designated as the "primary" source, the next low bidder as the "secondary" source, etc. If the Primary source fails to perform any condition of this agreement, including but not limited to, failure to provide material that meets the specifications, the department, acting through the engineer, reserves the right to obtain the material from secondary source. If the primary source gives written assurances that the deficiencies have been corrected, the Engineer shall, within a reasonable time, order from the primary source allowing reasonable time for the secondary Source to complete current orders and operations. The State and the Department, its agents, and employees, shall not be liable to the vendor in any way for any damages of any nature whatsoever resulting from the election to obtain material or work from the secondary sources.

The Department reserves the right to purchase materials from any of the awarded vendors based on the needs of the Department. The District Engineer or his designee, will determine and use the price agreement item which best serves the Department's needs, based on cost, delivery time, schedule of work, and quality of materials. All decisions by the District Engineer, or his designee, will be final.

**Contract Conditions:**

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

Vendors who are bidding shall promptly notify the Department of any ambiguity, inconsistency, or error which they discover upon their examination of these bidding documents, or of the site and local conditions.

The Department shall have the right to reject any or all bids, and in particular to reject a bid not accompanied by the data required by this bidding document, or a bid which is in any way incomplete or irregular.

**Tax Note:**

The prices quoted herein represent the total compensation to be paid by the state for goods and/or services provided. It is understood that the contractor(s) providing said goods and/or services to the state is responsible for payment of all costs of labor, equipment, tools and materials, federal tax, permits, licenses, fees and any other items necessary to complete the work provided. The prices quoted in this Price Agreement include an amount sufficient to cover such costs.

The prices bid shall not include State Gross Receipts or local tax. This tax shall be added to the invoice at current rates as a separate item to be paid by users.

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The contractor(s) shall be considered an independent contractor and not an employee of the State of New Mexico. However, directions as to time and place of performance and compliance with the rules and regulations may be required by the using agency.

Contractors are requested to indicate their Federal Tax ID, NM CRS or Social Security Number.

**Hold Harmless Clause:**

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 or fail 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 Corp) and section 57-7-1 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 this agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property and/or any other claim whatsoever pursuant to the provisions of this agreement.

**Escalation/Reduction Clause:**

In the event of a product cost increase, an escalation request will be reviewed on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, the users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in process or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. Effective dates for increase will not be any sooner than fifteen days from the date the written request is received by this office.

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

1. Contract 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 reason for increase.

**Payment Provisions:**

Within fifteen (15) days after the date the Department receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction, or items of tangible personal property. If the Department 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 Contractor that payment is requested, provide to the Contractor, a letter of exception explaining the defect or objection to the services, construction, or delivered tangible personal property along with the details of how the Contractor may proceed to provide remedial action.

Upon certification by the Department that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to the Contractor 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 (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of one and one half percent (1-1/2%) per month. For purchases funded by state or federal grants to local public bodies, if the local 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

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 Price Agreement #: 60-805-16-14032

received and accepted, payments shall be tendered to the Contractor 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 Department's Secretary or his duly authorized representative.

The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately.

Questions concerning this Price Agreement shall be directed to Teresa Lopez, District Administrator at the Deming office 575-544-6540.

Item	Approx. Qty.	Unit	Article and Description	Unit Price	
1	500	Ton	Volcanic Cinders Delivered to Anthony Patrol 4143	(AA)	\$48.00
				(AB)	\$67.05
				(AC)	\$55.00
2	500	Ton	Volcanic Cinders Delivered to Cliff Patrol 4144	(AA)	\$57.00
				(AB)	\$70.49
				(AC)	\$66.00
3	500	Ton	Volcanic Cinders Delivered to Silver City Patrol 4145	(AA)	\$59.00
				(AB)	\$65.45
				(AC)	\$64.29
4	500	Ton	Volcanic Cinders Delivered to Lordsburg Patrol 4147	(AA)	\$61.00
				(AB)	\$75.89
				(AC)	\$67.00
5	500	Ton	Volcanic Cinders Delivered to Animas Patrol 4148	(AA)	\$63.00
				(AB)	\$80.01
				(AC)	\$69.00
6	500	Ton	Volcanic Cinders Delivered to Deming Patrol 4149	(AA)	\$48.00
				(AB)	\$65.09
				(AC)	\$55.00
7	500	Ton	Volcanic Cinders Delivered to Las Cruces Patrol 4151	(AA)	\$44.00
				(AB)	\$64.53
				(AC)	\$55.00
8	500	Ton	Volcanic Cinders Delivered to Hatch Patrol 4152	(AA)	\$49.00
				(AB)	\$56.45
				(AC)	\$48.00
9	500	Ton	Volcanic Cinders Delivered to Williamsburg Patrol 4153	(AB)	\$50.33
				(AC)	\$43.00

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Item	Approx. Qty.	Unit	Article and Description	Unit Price	
				(AB)	(AC)
10	500	Ton	Volcanic Cinders Delivered to Winston Patrol 4154	\$53.37	\$43.00
11	500	Ton	Volcanic Cinders Delivered to Magdalena Patrol 4155	\$41.49	\$35.00
12	500	Ton	Volcanic Cinders Delivered to Socorro Patrol 4157	\$36.81	\$31.00

\*\*\* 12 Items Total \*\*\*



# State of New Mexico General Services Department

## Price Agreement

**Awarded Vendors:**  
3 Vendors – See Page 6

Price Agreement Number: 60-805-16-14032

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

**Ship To:**  
New Mexico Department of Transportation  
Various Locations Through District One

Procurement Specialist: Travis Dutton

Telephone No.: 505-827-0477

Email: travis.dutton-leyda@state.nm.us

**Invoice:**  
New Mexico Department of Transportation  
Various Locations Through District One


For questions regarding this contract please contact:  
Louie Lam 505-827-5196

Title: **Volcanic Cinders – D1**

Term: **March 18, 2016 thru March 17, 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: 3.15.16

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**Terms and Conditions**  
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. 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, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,



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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 13-1-199 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.

### **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://www.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/Pay\\_Equity.aspx](http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx)

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**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**

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

**Article VI – Amendment**

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

**Article VII – Issuance or Orders**

Only written signed orders are valid under this Price Agreement.

**Article VIII – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article IX – Price Schedule**

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

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**Awarded Vendors:**

**(AA)**

**0000118042**

Del Norte Masonry Products, Inc.  
4560 Ripley  
El Paso, TX 79922  
915-584-4453  
[delnortemasonry@hotmail.com](mailto:delnortemasonry@hotmail.com)

**(AB)**

**0000044421**

Monarch Mountain Minerals & Aggregate  
2700 2nd St. SW  
Albuquerque, NM 87102  
505-242-6599  
[jcollins@quikrete.com](mailto:jcollins@quikrete.com)

**(AC)**

**0000052204**

Olivas Trucking Co.  
PO Box 504  
Mora, NM 87732  
505-350-9749  
[olivastruckingmora@yahoo.com](mailto:olivastruckingmora@yahoo.com)

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General Services Department  
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Establish a Price Agreement for furnishing Volcanic Cinder material for snow and ice control for the New Mexico Department of Transportation (NMDOT).

The State Purchasing Agent is issuing an Agency Price Agreement. Under the terms and conditions of this Price Agreement all State of New Mexico Agencies, Commissions, Institutions, Political Sub-divisions and Local Bodies allowed by law may issue orders for items described herein. The terms and conditions of this Price Agreement shall form a part of each other issued hereunder.

**Term:**

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

**Scope:**

Cinder material for snow and ice control shall be delivered by the supplier to the sites stated within District One. Delivery of material for each line item is to be completed within seven (7) days after receipt of purchase order.

Deliveries must be done between the hours of 7:30am and 3:00pm Monday through Friday unless otherwise directed by the District Engineer or his designee.

Vendors shall notify respective Patrol Supervisors of times and dates of deliveries.

Deliveries will be unloaded at the site(s) designated by using end dump trucks.

Payment shall be made when all orders are completely delivered to the designated Patrol Yard.

If deliveries are not in compliance with the contract, the NMDOT reserves the right to purchase cinders from another source. Should there be a difference in cost; the contract vendor shall pay the difference.

Basis of payment shall be by the tonnage weight on certified scales provided by the vendor. Vendor shall provide a copy of net weight ticket with each load. NMDOT shall have the right to verify any or all loads. The cost of weigh-in shall be included in the bid price.

**Material specifications:**

Sieve Size	% Passing
½ inch	100
3/8 inch	70-100
#200	0-16

Pumice not accepted. All cinders shall be sandy non-plastic. Vendor to specify what type of cinders they are bidding.

**NMDOT Patrol Locations:**

- Anthony – NM 460, MP 3.2
- Cliff – US 180, MP 81, 57 Miles West of Silver City
- Silver City – 5274 NM 152
- Lordsburg – 1 Mile East of Lordsburg
- Animas – NM 9, MM 14.9 - 1 Mile East of Animas
- Deming – 2912 E. Pine St.
- Las Cruces – US 70, 8 miles East of I-25 Interchange
- Hatch – 623 Franklin Street
- Williamsburg – North Michigan Ave.
- Winston – NM 52, MM 28.4
- Magdalena – 115 N. Main Street

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Socorro – NM 1, MM 60.4, South of Socorro

**Quantities:**

The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the using agency at the time of P.O. Quantities may be increased or decreased as necessary to meet actual requirements. The State does not guarantee any amount of work.

**Method of Award:**

Method of award shall be based on location of plant and price by item for each location. Awarded vendors will be given between 48 hours to seven (7) days' notice of needed materials. Materials not supplied upon demand after this time will be purchased from secondary vendor.

The Department reserves the right to cancel any order due to emergencies or bad weather conditions and will not incur any charges if this occurs.

**Primary and secondary sources:**

The low bidder will be designated as the "primary" source, the next low bidder as the "secondary" source, etc. If the Primary source fails to perform any condition of this agreement, including but not limited to, failure to provide material that meets the specifications, the department, acting through the engineer, reserves the right to obtain the material from secondary source. If the primary source gives written assurances that the deficiencies have been corrected, the Engineer shall, within a reasonable time, order from the primary source allowing reasonable time for the secondary Source to complete current orders and operations. The State and the Department, its agents, and employees, shall not be liable to the vendor in any way for any damages of any nature whatsoever resulting from the election to obtain material or work from the secondary sources.

The Department reserves the right to purchase materials from any of the awarded vendors based on the needs of the Department. The District Engineer or his designee, will determine and use the price agreement item which best serves the Department's needs, based on cost, delivery time, schedule of work, and quality of materials. All decisions by the District Engineer, or his designee, will be final.

**Contract Conditions:**

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

Vendors who are bidding shall promptly notify the Department of any ambiguity, inconsistency, or error which they discover upon their examination of these bidding documents, or of the site and local conditions.

The Department shall have the right to reject any or all bids, and in particular to reject a bid not accompanied by the data required by this bidding document, or a bid which is in any way incomplete or irregular.

**Tax Note:**

The prices quoted herein represent the total compensation to be paid by the state for goods and/or services provided. It is understood that the contractor(s) providing said goods and/or services to the state is responsible for payment of all costs of labor, equipment, tools and materials, federal tax, permits, licenses, fees and any other items necessary to complete the work provided. The prices quoted in this Price Agreement include an amount sufficient to cover such costs.

The prices bid shall not include State Gross Receipts or local tax. This tax shall be added to the invoice at current rates as a separate item to be paid by users.

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The contractor(s) shall be considered an independent contractor and not an employee of the State of New Mexico. However, directions as to time and place of performance and compliance with the rules and regulations may be required by the using agency.

Contractors are requested to indicate their Federal Tax ID, NM CRS or Social Security Number.

**Hold Harmless Clause:**

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 or fail 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 Corp) and section 57-7-1 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 this agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property and/or any other claim whatsoever pursuant to the provisions of this agreement.

**Escalation/Reduction Clause:**

In the event of a product cost increase, an escalation request will be reviewed on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, the users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in process or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. Effective dates for increase will not be any sooner than fifteen days from the date the written request is received by this office.

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

1. Contract 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 reason for increase.

**Payment Provisions:**

Within fifteen (15) days after the date the Department receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction, or items of tangible personal property. If the Department 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 Contractor that payment is requested, provide to the Contractor, a letter of exception explaining the defect or objection to the services, construction, or delivered tangible personal property along with the details of how the Contractor may proceed to provide remedial action.

Upon certification by the Department that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to the Contractor 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 (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of one and one half percent (1-1/2%) per month. For purchases funded by state or federal grants to local public bodies, if the local 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

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received and accepted, payments shall be tendered to the Contractor 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 Department's Secretary or his duly authorized representative.

The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately.

Questions concerning this Price Agreement shall be directed to Teresa Lopez, District Administrator at the Deming office 575-544-6540.

Item	Approx. Qty.	Unit	Article and Description	Unit Price	
1	500	Ton	Volcanic Cinders Delivered to Anthony Patrol 4143	(AA)	\$48.00
				(AB)	\$67.05
				(AC)	\$55.00
2	500	Ton	Volcanic Cinders Delivered to Cliff Patrol 4144	(AA)	\$57.00
				(AB)	\$70.49
				(AC)	\$66.00
3	500	Ton	Volcanic Cinders Delivered to Silver City Patrol 4145	(AA)	\$59.00
				(AB)	\$65.45
				(AC)	\$64.29
4	500	Ton	Volcanic Cinders Delivered to Lordsburg Patrol 4147	(AA)	\$61.00
				(AB)	\$75.89
				(AC)	\$67.00
5	500	Ton	Volcanic Cinders Delivered to Animas Patrol 4148	(AA)	\$63.00
				(AB)	\$80.01
				(AC)	\$69.00
6	500	Ton	Volcanic Cinders Delivered to Deming Patrol 4149	(AA)	\$48.00
				(AB)	\$65.09
				(AC)	\$55.00
7	500	Ton	Volcanic Cinders Delivered to Las Cruces Patrol 4151	(AA)	\$44.00
				(AB)	\$64.53
				(AC)	\$55.00
8	500	Ton	Volcanic Cinders Delivered to Hatch Patrol 4152	(AA)	\$49.00
				(AB)	\$56.45
				(AC)	\$48.00
9	500	Ton	Volcanic Cinders Delivered to Williamsburg Patrol 4153	(AB)	\$50.33
				(AC)	\$43.00



State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 60-805-16-14032

Item	Approx. Qty.	Unit	Article and Description	Unit Price	
				(AB)	(AC)
10	500	Ton	Volcanic Cinders Delivered to Winston Patrol 4154	\$53.37	\$43.00
11	500	Ton	Volcanic Cinders Delivered to Magdalena Patrol 4155	\$41.49	\$35.00
12	500	Ton	Volcanic Cinders Delivered to Socorro Patrol 4157	\$36.81	\$31.00

\*\*\* 12 Items Total \*\*\*