



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
3 Vendors

Telephone No.: _____

Price Agreement Number: 70-805-16-15211


Price Agreement Amendment No.: One

Term: January 20, 2017-January 19, 2019

Ship To:
New Mexico Department of Transportation
Various Locations District 6

Invoice:
New Mexico Department of Transportation
District 6
PO Box 2160
Milan, NM 87021

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

Procurement Specialist: Eric Sanchez 

Telephone No.: (505) 827-0554

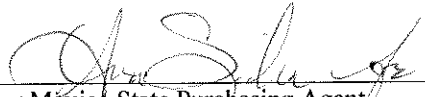
Title: **Chemical Deicer**

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 January 20, 2018 to January 19, 2019 at the same price, terms and conditions.

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: 10/24/17



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
3 Vendors (See Page 7)

Telephone No.:

Price Agreement Number: 70-805-16-15211

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:
New Mexico Department of Transportation
Various Locations District 6

Procurement Specialist: Eric Sanchez

Telephone No.: 505-827-0554

Invoice:
New Mexico Department of Transportation
District 6
PO Box 2160
Milan, NM 87021

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

Title: Chemical Deicer District 6

Term: January 20, 2017-January 19, 2018

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

Marty Ben-Dallman for
New Mexico State Purchasing Agent

Date: 1/17/17

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 13-1-99 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 of 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) 0000045155 (Primary)
Desert Mountain Corp.
PO Box 1633
Kirtland, NM 87417
800-375-9264

(AB) 0000045155
Desert Mountain Corp.
PO Box 1633
Kirtland, NM 87417
800-375-9264

(AC) 0000045259
GMCO Corporation
PO Box 1480
Rifle, CO 81506
970-625-9100

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Vendors are required to have prior product approval through the NMDOT Product Evaluation Program in order for bid item to be awarded.

TERMS OF PRICE AGREEMENT:

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

TAX NOTE:

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

BIDDING INFORMATION:

The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be returned by the vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

The prices quoted herein represent the total compensation to be paid by the State of New Mexico for goods and/or services provided. It is understood that the party providing said goods and/or services to the State of New Mexico is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this price agreement include an amount sufficient to cover such costs.

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.

Vendor is requested to indicate their federal tax id number, New Mexico gross receipts or social security number _____.

BID REVIEW:

The New Mexico Department of Transportation shall perform a bid analysis of the bids received to include a determination of qualification in accordance with the standards and requirements of the price agreement. The analysis and recommendation for award will be sent to State Purchasing for a determination.

METHOD OF AWARD:

Method of award shall be to multiple vendors district wide.

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

This price agreement may be awarded to one or more vendors, but not to exceed three vendors.

UTILIZATION OF VENDORS:

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

1. The selection of a vendor from a multiple source price agreement to complete a project shall be based on the purchase order.
2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded vendor.

The vendor selected to perform the work on the project shall be the vendor providing services for the specific project estimate at the lowest overall cost to the New Mexico Department of Transportation and able to meet all project delivery requirements including project schedule. A vendor **not** offering the lowest cost to the New Mexico Department of Transportation can be used for the specific project if the vendor providing the lowest overall cost is unable to meet all project requirements as determined and documented by the District Engineer or their designee. Any changes to the original purchase order will require a modification form signed by the District Engineer or designee. All supporting documentation shall be maintained in the project file.

PUBLIC WORKS MINIMUM WAGE ACT:

This is a Public Works price agreement subject to the provisions of the Public Works Minimum Wage Act, Section 13-4-11 through 13-4-17, et. Seq. NMSA 1978 as amended. Minimum Wage Rates as determined and published by the State Labor Commission, Santa Fe, New Mexico shall be in effect and utilized by the vendor during the term of this price agreement.

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 the State of New Mexico and shall cover all operations under the price agreement, 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)

1. 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:

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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
2. In the event that the use of explosives is a required part of the price agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.
 3. In the event that a form of work next to an existing building or structure is a required part of price agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of:
 1. The collapse of or structural injury to building or structures due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of building or structures or removal or rebuilding of structural supports thereof.
 4. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground. If such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging, or drilling, or to injury to or destruction of property at any time resulting there from.
2. Automobile liability insurance coverage for the 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 price agreement.

- (C) **Certificate of Insurance/Department as Additional Insured:** The Contractor being awarded 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 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 New Mexico Department of Transportation thirty (30) days written notice. Also, a Certificate of Insurance shall be furnished to the New Mexico Department of Transportation on renewal of a policy or policies as necessary during the terms of this price agreement.

The New Mexico Department of Transportation 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 New Mexico Department of Transportation will recognize following form excess coverage (Umbrella) as meeting the requirements of Subsection (A) 1.a of this price agreement, should such insurance otherwise meet all requirements of such subsections.
- (E) **Other Required Insurance:** The Contractor shall procure and maintain, when required by the New Mexico Department of Transportation, 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 New Mexico Department of Transportation 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 price agreement, 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.

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

BIDDING REQUIREMENTS:

Bidders must submit the following documents with their bid proposal:

1. Complete descriptive literature;
2. Detailed product specification sheets;
3. Material Safety Data Sheets (MSDS), including the MSDS of the Inhibitor;
4. Manufacturers recommended application rates;
5. Storage recommendations;
6. Agitation or recirculation requirements to prevent product stratification

A copy of the above required documentation shall be forwarded by State Purchasing to:

NMDOT District 6
Attn: Jeff Sanchez
P.O. Box 2160
Milan, NM 87021

PAYMENTS AND INVOICING:

Within fifteen days after the date the New Mexico Department of Transportation 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 New Mexico Department of Transportation shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the New Mexico Department of Transportation finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty 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 details of how the Contractor may proceed to provide remedial action. Upon certification by the New Mexico Department of Transportation that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the purchase order to the Contractor at the rate of 1 1/2 percent per month. For purchases funded by state or federal grants to local public bodies, if the public body has not received the funds from the federal or state funding agency, but has already certified that the

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services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five working days of receipt of funds from that funding agency.

Final payment shall be made within thirty days after the work has been approved and accepted by the New Mexico Department of Transportation's Secretary of his/her duly authorized representative. The Contractor agrees to comply with state laws and rules pertaining to worker's 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 purchase order may be canceled effective immediately.

INVOICE TO:

NM Department of Transportation
District Six
1919 Pinon Drive – P.O. Box 2159
Milan, NM 87021-2159

ESCALATION CLAUSE:

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

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

1. Price Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including justification for increase.

Should you have questions concerning this policy, please contact the State Purchasing Division

QUANTITIES:

The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the District Engineer or their designee and quantities may be increased or decreased as necessary to meet district needs. The State of New Mexico does not guarantee any amount of material ordered.

DELIVERY OF MATERIAL:

Delivery times listed in each line item will be calculated as follows. The delivery time will begin the day following the day the purchase order was sent by the department and received by the vendor when the transaction is sent before the end of the business day. When the purchase order is sent after the end of the workday, the delivery time will begin the second day after the purchase order was submitted. The end of the delivery time will be calculated as the end of the workday on the 3rd, 5th, and 10th day respectively for each delivery time listed. For the purpose of this price agreement, the end of the workday shall be 4:30 p.m. Mountain Standard Time.

SAMPLE SUBMITTALS:

Awarded vendor(s) shall submit a one-pint sample of liquid deicer to NMDOT State Materials Bureau in Santa Fe for testing. The samples shall be provided with an analysis of the supplied samples from an independent certified commercial laboratory. The analysis shall contain the following information:

- Independent Corrosion test data according to (NACE) Standard TM-0169.
- pH
- Analytical results of all constituents for which limits have been set by these specifications. The result shall be presented in the same units as this specification.
- Specific gravity chart with correlating weight and freeze point information presented in one percent (1%) increments beginning with a five percent (5%) solution. Chart must contain information up to and including the data for a saturated solution for the specific product.
- Physical specifications including information on the corrosion inhibitor and a minimum concentration of the corrosion inhibitor. The product will contain the corrosion control inhibitor in the quantities indicated by the bidder. The finished deicing product, including corrosion inhibitors, must be completely accomplished at the original manufacturing plant location.
- Information on the minimum corrosion control inhibitor concentration percentages and appropriate laboratory procedures for verifying concentrations.
- Freeze point depression test results as per ASTM D1177-82.

Awarded vendor (s) shall provide a technically qualified representative to provide technical assistance, advice, and training as requested by the Department.

This specification shall govern for furnishing a liquid deicer with magnesium chloride as the main component with a corrosion inhibitor and/or a granular deicer with solid chlorides as the main components with a corrosion inhibitor. The materials provided shall comply with all requirements of this specification.

SPECIFICATIONS FOR CORROSION INHIBITED LIQUID DEICER

Product shall be listed in the latest edition of the Pacific Northwest Snow Fighters (PNS) Qualified Product List, Category 1 and shall contain the minimum concentration of corrosion inhibited liquid magnesium chloride and corrosion rate percent effectiveness as indicated therein.

The chemical deicer shall be a liquid chemical solution containing magnesium chloride and a corrosion inhibitor.

The chemical deicers shall be as non-corrosive as possible, causing minimum impact on road surfaces, bridges, and vehicles. The corrosion rate for liquid deicers shall be measured in mils of corrosion weight loss per year and shall be sixty five percent (65%) less than NaCl. Vendors must obtain independent lab results on corrosive effects of deicer.

Liquid chemical deicers shall be biodegradable, environmentally safe, and effective up to zero (0) degrees Fahrenheit.

The deicers must be easy to store and handle. Maintenance personnel must be able to apply the deicers with existing equipment without extensive modifications.

Visual inspection and field observations shall be performed to assure that the material remains clean and free of extraneous matter, does not segregate, and remains suitable for the intended purpose and as outlined in this specification.

Chemical and Physical Specifications of Chemical Deicer:

Chemical and Physical Composition: Deicer material furnished to this specification shall conform to the following requirements:

Chemical Properties:

Magnesium Chloride (MgCl) 26 to 30%

No bids shall be accepted on any products that contain concentration limits in excess of the following established chemical and physical properties. Testing shall be done in accordance with test methodologies identified herein. Results are stated as parts per million (ppm) unless labeled otherwise.

Phosphorous	25
Cyanide	0.20
Arsenic	5.0
Copper	1.0
Lead	1.0
Mercury	.05
Chromium	1.0
Cadmium	0.2
Barium	100.0
Selenium	5.0
Zinc	10.0
Sulfate	1.5%

Physical Properties:

Physical Properties: PH, ASTM E 70-90*: 7 to 9

Specific gravity: .24 to 1.28

Corrosive property: 65% less than NaCl

Settleable solids and solidification

No accumulation

Test Method C- PNS specifications

*Diluted as one (1) part deicer to four (4) parts distilled or deionized water prior to running the pH test

Other non-detrimental ions may be present in small quantities in the material. However, the material supplied shall have no constituents which would cause residual waste to meet the definitions of a hazardous waste, as found in 40 CFR 261 .

No bid will be accepted on any corrosion inhibited product that has not successfully completed the National

Association of Corrosion Engineers (NACE) Standard TM-0169-95, as modified by PNS.

Specific gravity chart(s) must be provided for Liquid Bulk Magnesium Chloride (complete with corrosion inhibitor as delivered) demonstrating percent concentration with correlating weight percentage and freeze point information presented in 1% increments beginning with 5% solution. The Chart must contain information up to, including, and exceeding, by 5% (or the solubility limits of the product) the concentration being submitted for evaluation.

Test Methodologies:

1. Concentration of Magnesium Chloride: Test method is by atomic absorption spectrophotometry as described in the "Standard Methods for the Examination of Water and Wastewater" by the American Public Health Association, American Water Works Association, Water Environment Federation (APHA-AWW-WPCF).
2. Total Phosphorus – Test method is for total phosphorous as described in "Standard Methods for the Examination of Water and Wastewater" (APHA-AWWA-WPCF). A one percent (1%) test solution is used to determine the total phosphorous content. The total phosphorous value determined from the one percent solution is the value to be reported without being calculated for the dilution. The test solution will be prepared by placing 10 ml of sample into 500 ml of ASTM D 1193 Type II distilled water contained in a 1 L volumetric flask to which 2.5 ml 1 + 1 sulfuric acid has been added. Swirl the contents and make up to 1000 ml with distilled water.
3. Total Cyanide—Test method is for total cyanide as described in "Standard Methods for the Examination of Water and Wastewater" APHA-AWWA-WPCF.
4. Total Arsenic, Barium, Cadmium, Chromium, Copper, Lead, Selenium, and Zinc – Test Method: Atomic Absorption Spectrophotometry or Plasma Emission Spectroscopy as described in "Standard Methods for the Examination of Water and Wastewater" APHA-AWWA-WPCF.
5. Total Mercury—Test Method: Cold Vapor Atomic Absorption Spectrophotometry as described in "Standard Methods for the Examination of Water and Wastewater" APHA-AWWA-WPCF.
6. Sulfates: Test Methods is by gravimetric method with ignition of residue as described in "Standard Methods for the Examination of Water and Wastewater" APHA-AWWA-WPCF.
7. pH: Test Method is given by ASTM E 70 except that the one (1) part deicer to four (4) parts distilled or deionized water dilution will be used to measure pH.
8. Specific Gravity: Test method is given by ASTM D 1429 test method A –Pycnometer at 20 degrees C +/- 1 degree C.
9. Corrosion Rate: Test method is a NACE standard TM-01-69 (1995 revision) as modified by Pacific Northwest Snow fighters (PNS), Test Procedure B.
10. Percent Total Settleable Solids and Percent Solids Passing #10 Sieve – Test Procedure C (PNS 2006)
Corrosion Control Inhibitor Presence and Concentration: The Materials Laboratory may use the test procedures provided by the bidder or manufacturer for testing quantitative concentrations of additives. These same tests can then be used to verify that materials being delivered are the same as those previously tested and approved in the bid process.

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 70-805-16-15211

Items	Approx. Qty.	Unit	Article and Description	Unit Price
1	0 - 2250	GALLON	Liquid Magnesium Deicer 3 - DAY DELIVERY	AA)\$1.39 AB)\$1.23 AC)\$1.47
			5 - Day Delivery	AA)\$1.38 AB)\$1.22 AC)\$1.45
			10 - Day Delivery	AA)\$1.37 AB)\$1.21 AC)\$1.40
1	2250 - 4500	GALLON	Liquid Magnesium Deicer 3 - DAY DELIVERY	AA)\$1.29 AB)\$1.12 AC)\$1.07
			5 - Day Delivery	AA)\$1.28 AB)\$1.11 AC)\$1.05
			10 - Day Delivery	AA)\$1.27 AB)\$1.10 AC)\$1.04

*** 6 Items Total ***