



**State of New Mexico
General Services Department
Purchasing Division**

Price Agreement Amendment

Awarded Vendor:
0000045638
Eaton Sales & Service, LLC
6717 Academy Parkway NE
Albuquerque, NM 87109

Telephone No.: (505) 345-4577

Number: **80-805-18-16658**

Amendment No.: **Three**

Term: **May 4, 2018 – May 3, 2022**

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: **Mark Lujan**

Telephone No.: **505-469-1610**

Invoice:
New Mexico Department of Transportation
Various Locations

Email: **Mark.Lujan@state.nm.us**

For questions regarding this contract please contact:
India Garcia (505) 690-7383

Title: Fuel Dispensers and Related Equipment Items Throughout District 2

This 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 May 4, 2021 to May 3, 2022 at the same price, terms and conditions for Vendor (AA) Eaton Sales & Service, LLC.

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

Valerie Paulk

Date: 4/13/2021

Mark Hayden, New Mexico State Purchasing Agent

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



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
2 Vendors

Price Agreement Number: 80-805-18-16658

Price Agreement Amendment No.: Two

Term: May 4, 2018 – May 3, 2021

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Mark Lujan

Telephone No.: (505) 827-0564

Invoice:
New Mexico Department of Transportation
Various Locations

Email: Mark.Lujan@state.nm.us

For questions regarding this Price Agreement please
contact:
India Garcia (505) 690-7383

Title: Fuel Dispensers and Related Equipment Items Throughout District 2

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 May 4, 2020 to May 3, 2021 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

Mark Hayden, New Mexico State Purchasing Agent

Date: March 13, 2020

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

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State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
2 Vendors

Price Agreement Number: 80-805-18-16658

Price Agreement Amendment No.: One

Term: May 4, 2018 – May 3, 2020

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Mark Lujan

Telephone No.: (505) 827-0564

Invoice:
New Mexico Department of Transportation
Various Locations

Email: Mark.Lujan@state.nm.us

For questions regarding this Price Agreement please contact:
India Garcia (505) 690-7383

Title: **Fuel Dispensers and Related Equipment Items Throughout District 2**

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 May 4, 2019 to May 3, 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



Director, New Mexico State Purchasing Division

Date: 04/08/2019



State of New Mexico General Services Department

Price Agreement

Awarded Vendor
2 Vendors (See Page 6)

Telephone No. ()

Price Agreement Number: **80-805-18-16658**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: **Mark Lujan**

Telephone No.: **(505) 827-0564**

Invoice:
New Mexico Department of Transportation
Various Locations

For questions regarding this contract please contact:
India Garcia (505)827-5183

Title: Fuel Dispensers and Related Equipment Items Throughout District 2

Term: May 4, 2018 – May 3, 2019

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: 05/4/2018

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 80-805-18-16658

Page-2

Terms and Conditions

(Unless otherwise specified)

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 80-805-18-16658

Page-3

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.insurenewmexico.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

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 #: 80-805-18-16658

Page-6

Awarded Vendors:

(AA) 0000045638
Eaton Sales & Service, LLC
6717 Academy Parkway NE
Albuquerque, NM 87109
505-345-4577

(AB) 0000136388
Petro West Inc.
4915 Janice Place
Farmington, NM 87402
505-592-1376

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 80-805-18-16658

Page-7

Specifications:

Establish a price agreement to furnish and install fuel related equipment items such as fuel dispensers, credit card readers, tank-monitoring systems and installation and repair of any fuel service station items for various locations throughout District two (2) of the New Mexico Department of Transportation (NMDOT) .

Terms:

The term of this price agreement shall be 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 both parties and the approval of the New Mexico State Purchasing Agent at the same terms and conditions. This agreement shall not exceed four (4) years.

Contractor Note:

No person shall act as a contractor without a license issued by the Construction Industries Division (CID) classified to cover the type of work to be undertaken. No bid on a contract shall be submitted unless the Contractor has a valid license issued by the Construction Industries Division (CID) to bid and perform the type of work to be undertaken, §60-13-12, NMSA 1978.

Contractor's License No. _____

Contractor Agrees to:

- A. Furnish all equipment, material, labor and tools, required to perform the work specified.
- B. Is responsible for all clean-up of materials at the job site resulting from the performance of any work.
- C. Provide competent supervision and skilled personnel to carry on all work in progress.
- D. Comply with all applicable codes and regulations pertaining to work performed and materials used.
- E. Provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the life and health of employees on-the-job, the safety of the public, and to protect state property in connection with the performance of the work covered by the contract.
- F. Limit use of the premises to the work indicated. Confine operations at the site to the areas permitted. Portions of the site beyond areas on which work is indicated are not to be disturbed.
- G. Is responsible for loading/unloading all materials required to perform the work in this contract. Contractor will schedule deliveries to minimize long-term storage at the project point.

Tax Note:

Price shall not include state gross receipts tax or local option tax(es). Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid the by user.

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 party providing said goods and/or services to the state is responsible for payment of all costs of labor equipment, tools, materials, federal tax, permits, licenses, fees, and any other items necessary to complete the work provided the prices quoted in this contract include an amount sufficient to cover such cost.

Vendor(s) bidding on this price agreement shall furnish written approval by: EID, state, county and/or City Fire Marshall prior to any jobs accepted after award of this price agreement as required.

Successful vendor(s) shall provide to the NMDOT a copy of any inspections reports/permits completed by any local officials/agency as approval for use of item within local area. This information shall accompany the invoice and will be used as supportive documentation prior to payment.

Quantities listed are for estimated purposes only.

Contracted vendor(s) shall deliver to destinations as requested.

The State of New Mexico intends to award this project to the lowest responsible bidder(s). The State of New Mexico reserves the right to reject any and all bids, to waive technical irregularities, and to award the contract to the bidder(s) whose bid it deems to be in the best interest of the State of New Mexico.

In submitting this bid, each bidder must satisfy all terms and conditions of the bidding documents.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 80-805-18-16658

Page-8

Public Works Minimum Wage Act:

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

You are hereby advised that wherever differences exist between the minimum wage rates shown under wage decisions of the New Mexico Department of Workforce Solutions, Public Works Bureau, Santa Fe, New Mexico, and those shown under U.S. Department of Labor Wage Decision and any modification thereto noted in the contract assembly, the higher wage rates shall govern.

If a Contractor or subcontractor is willfully paying his laborers, mechanics, or operators less than the rates required by the agreement for the work the laborers, mechanics, and operators are performing, the contractor or subcontractor may lose his right to proceed with the work.

Contract Order:

At time of every task order issued for projects over sixty thousand dollars (\$60,000.00), a Wage Rate Decision number must be requested by end user of the user Agency. The Wage Rate Decision number can be obtained by contacting Work Force Solutions at www.dws.state.nm.us. Wage Rates must be attached to each contract order issued.

Minimum Requirements:

Performance & Payment Bond:

Prior to issuance of a contract order, the successful Contractor(s) must provide a performance bond and payment and material bond equal to one hundred percent (100%) of the total contract order. Said bonds must be provided to the requesting office of the total contract order within ten (10) calendar days after notification by the Department and are to be filed with the user agency's purchasing office. Failure to comply shall result in being issued to another vendor and the difference being charged back to the awarded Contractor(s).

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 properties caused by, or resulting from, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price Agreement. This Save Harmless and Indemnification Clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to authorized anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provision 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 New Mexico and shall cover all operations under the Contract, whether performed by the Contractor, the Contractor's agents or employees or by Sub-Contractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment, employees, agents and Sub-Contractors therefrom.

(A) Public Liability and Automobile Liability Insurance

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

Bodily Injury Liability: \$1,000,000 each person; \$2,000,000 each occurrence (annual aggregate)

Property Damage Liability: \$2,000,000 each occurrence (annual aggregate)

- a. The policy to provide this insurance is to be written on a Comprehensive General Liability Form or Commercial General Liability Form which must include the following:

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 80-805-18-16658

Page-9

1. Coverage for liability arising out of the operation of independent Contractors
 2. Completed operation coverage
 3. Attachment of the Broad Form Comprehensive General Liability Endorsement
- b. In the event that the use of explosives is a required part of the Contract, the Contractor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.
- c. In the event that a form of work next to an existing building or structure is a required part of Contract, the Contractor's insurance must include coverage for injury to or destruction of property arising out of:

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

- d. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground. If such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging, or drilling, or to injury to or destruction of property at any time resulting there from.
2. Automobile liability insurance coverage for the Contractor (whether included in the policy providing general liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned, and hired cars. The limits of liability for automobile liability insurance shall be provided in the following amounts:

Bodily Injury Liability: \$1,000,000 each person: \$2,000,000 each occurrence (annual aggregate)
Property Damage Liability: \$2,000,000 each occurrence (annual aggregate)

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

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

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

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

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

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

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 80-805-18-16658

Page-10

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

(F) Railroad Insurance: In the event that railroad property is affected by the subject Contract, the Contractor, in addition to the above requirements, shall be required to furnish a Railroad Protective Liability policy in the name of the railroad company involved. In addition, on those rails that are used by the National Railroad Passenger Corporation (NRPC), the Contractor will also obtain a Railroad Protective Liability Policy in the name of NRPC.

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

Bodily Injury Liability, Property Damage Liability: \$2,000,000 each occurrence
Liability and Physical Damage to Property: \$6,000,000 aggregate

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

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

Vendor(s) shall also provide all insurance necessary to employees on the work site, including, but not limited to, workmen's compensation.

Contracted Vendor(s) Agrees to:

- A. Provide competent supervision and skilled personnel to carry on all work in progress.
- B. Comply with all city, county, state and federal laws, codes and regulations which pertain to the work specified within this agreement.

Deliveries:

Deliveries within the State of New Mexico to any job site as required by item 009. Portal to portal mileage will be measured from the contractor's designated base station to the job site or from an existing job site to a new job site, whichever is less. The district engineer or his designee will verify the distance used for payment and his decision shall be final.

For the purpose of this item and paragraph above, the contractor shall designate a New Mexico base station:

This price agreement may be cancelled, based on budget availability.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 80-805-18-16658

Page-11

Dispenser specifications for items 001 and/or 002:

- A. Meter, positive displacement meter meeting weights and measures standards for resale.
- B. Pos/fleet management interface-pulsers converts register revolutions to electrical pulses for connection to fleet management system (provide only at sites using fuel management systems).
- C. Internal filters – standard filters to ensure purity and to protect critical components from contamination
- D. External filter kits – standard kit to include adapter, element and pipe fittings (shall be used only if internal filters are not available).
- E. Hose – ¾” (in.) gas, and 1” (in.) diesel hard wall hose, 15’ (ft.) length.
- F. Automatic nozzles – restrict flow when vehicle tank is ¾” (in.) for unleaded and 1” (in.) for diesel.
- G. Maximum working pressure 50 psi.
- H. Approval – U.L. and C.U. 1 listed, sealable by use weights and measure for the resale of fuel for application involving the contracted periodic billing of fuel dispensed.
- I. A non-resettable totalizer.
- J. All register openings shall be covered with tempered or double-strength glass (no plastic).
- K. Register shall appropriate pulser if used with a fuel management system and a DC junction box shall be provided in the hydraulic cabinet for wire terminations.
- L. Overhead hose mast shall be provided to keep hose off the ground.
- M. Nozzle boot/hook shall adjust for use with either UL interchangeable automatic nozzles.
- N. All other required miscellaneous fittings and arts to complete the installation of the single or double hose dispenser.
- O. Warrant one year parts and labor from the date of purchase.
- P. Product signing shall be clearly marked and color-coded for products being dispensed - unleaded, diesel or biodiesel (b5 or b20).
- Q. Pressure regulating valve will be provided if required by NMPSTB.
- R. All necessary parts for compliance with state and federal regulations within the models identified.

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 80-805-18-16658

Item No.	Approx Qty.	Unit	Description	Vendors	
				(AA)	(AB)
001	1	Ea.	Mechanical dispensers, commercial grade construction, single hose, single product (acceptable models include Gasboy, Atlas 9153kx series or Dresser Wayne, Wayne Reliance G6201d series or approved equal). If series is different than items mentioned above, vendor shall supply series in bid package. Models within an approved series shall address minor upgrades during the agreement period.	<u>\$ 4835.00</u> <u>W/hose</u> <u>Assembly and</u> <u>Retractors</u>	<u>\$5,200.00</u>
002	1	Ea.	Mechanical dispensers, commercial grade construction, double hose, double product (acceptable models include Gasboy, Atlas 9153kxtw series or Dresser Wayne, Wayne Reliance G6203d series or approved equal). If series is different than items mentioned above, vendor shall supply series in bid package. Models within this series shall address minor upgrades during the agreement period.	<u>\$ 8125.00</u> <u>W/hose</u> <u>Assembly and</u> <u>Retractors</u>	<u>\$6,000.00</u>
003	1	Ea.	Commercial pump, remote pump to be installed inside containment area on a shelf or stand (acceptable models include Gasboy, Astra 9820k series, Wayne Reliance G6101d series or approved model within this series). To address minor upgrades during the agreement period, see specifications below. These pumps shall be replacements for the current top mounted Gasboy pumps on the NMDOT convault tanks). Motor ¾ hp minimum UL and w/m listed Suction pump up to 20 GPM Totalizer Positive displacement meter meeting weights and measures standards for resale Self-priming vane pump Filter adapter, internal or external Lighted display, mechanical displays preferred over digital or electronic. Installation must meet or exceed all city, county, state and federal safety, electrical, fire, EPA, NMPSTB and plumbing codes as applicable. Contracted vendor(s) shall be responsible for all transportation, fees, or permits which may be applicable.	<u>\$5,905.00</u>	<u>\$6,000.00</u>
004	1	Ea.	Bollard posts if not already installed: Impact protection in the form of 6" concrete set and filled steel pipe will be provided for the new dispensers or pumps. Bollards shall be 36" exposed, 2' burial and 48" center to center and to painted safety yellow as required by state and federal regulations.	<u>\$425.00</u>	<u>\$750.00</u>

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 80-805-18-16658

005	1	Ea.	<p>Installation of mechanical dispensers (items 001 and 002).</p> <p>All costs for turnkey installation at the concrete pad shall be included in this line item with the exception of required electrical work as stated below:</p> <p>The contractor shall provide a compliant concrete pad for the dispenser. The contractor shall provide an approved above ground steel dispenser containment box. The contractor will provide all trenching and backfill. Contractor shall provide and install emergency shut-off switch at each site if not installed already. Electrical connections at the dispenser shall be included in this item, however all electrical work including parts and labor required from an existing NMDOT power source to the installation site shall be provided on a quote basis from a qualified, licensed electrician through the contractor to the NMDOT.</p> <p>Note: for items not detailed above in item 005, a detailed written quote with labor, parts and materials shall be provided within five (5) working days after an on-site inspection is completed. This quote is required for all items not included in this agreement and shall be procured separately.</p>	<u>\$11,500.00</u>	<u>\$12,500.00</u>
006	1	Ea.	<p>Installation of commercial pump, remote pump (item 003).</p> <p>All costs for turnkey installation at the concrete pad shall be included in this line item with the exception of required electrical work as stated below:</p> <p>The contractor shall provide a compliant concrete pad for the pump (if necessary). Contractor shall provide and install emergency shut-off switch at each site if not installed already. Electrical connections at the pump shall be included in this item; however an additional electrical work including parts and labor required shall be provided on a quote basis from a qualified, licensed electrician through the contractor to the NMDOT. Note: most patrol sites already have concrete pads and this item is typically an improved replacement pump installation.</p> <p>Note: for items not detailed above in item 006, a detailed written quote with labor, parts and materials shall be provided within five (5) working days after an on-site inspection is completed. This quote is required for all items not included in this agreement and shall be procured separately.</p>	<u>\$12,500.00</u>	<u>\$9,500.00</u>

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 80-805-18-16658

007	1	Ea.	<p>New fuel credit card reader replacement install (where the existing card reader must be replaced due to being obsolete, non-functional or damaged). Fuel management system that accepts radio frequency and credit/card access devices.</p> <p>Fuelmaster 2550 Plus, equal to or better:</p> <p>Connect new fuel card reader (Fuelmaster Prokee Card Master or approved equal) to the new or existing dispenser. Card reader shall have the FMU data logger which captures an electronic file of FMU transactions. This data logger shall replace the transaction printer. All required software to view the data from the fuel card reader shall be included in this item, however being that previous versions of the software have been purchased by the NMDOT then the cost of any additional licenses or updates shall be included. A minimum of two (2) hours of training shall be provided by a manufacturer qualified trainer. Training shall include instructions on how to use and install the manufacturer software and obtain transactions from the data logger. All parts required for the fuel card reader shall be provided. Since this is a replacement install a fuel card reader pedestal is already in place.</p> <p>Transportation – vendor(s) shall be responsible for all transportation of terminals to site and for all fees and/or permits. NMDOT shall provide a working phone line or CAT V cable for use in the fuel card reader.</p>	<u>\$8,870.00</u>	<u>\$14,000.00</u>
008	1	Ea.	<p>New fuel card reader and pedestal install (where there is no existing card reader in place, new install) Fuel Management System that accepts radio frequency and credit/card access devices.</p> <p>Fuelmaster 2550 Plus, equal to or better.</p> <p>Contractor shall provide the NMDOT with a schematic for appropriate concrete pad and pedestal. The contractor will provide a compliant concrete pad to install the card reader. For older dispensers/pumps on the established convault concrete pads, retrofit pulsers kits shall be included in this item; however, a new dispenser may be procured by the NMDOT to update the site. It shall be at the discretion of the NMDOT to procure a full size mechanical dispenser or smaller pump as identified in this agreement. The contractor shall provide an approved fuel card reader. The contractor will provide all trenching, backfill and conduit to the installation site. Electrical power required shall extend from an existing NMDOT power source. Contractor shall provide all wire to be installed per code for class 1 div 1 area and placed underground. A detailed written quote with labor, parts and materials shall be provided within five (5) working days after an on-site inspection is completed. This quote is required for all items not included in this agreement and shall be procured separately.</p> <p>Installation must meet or exceed all city, county, state and federal safety, electrical, fire, EPA and plumbing codes as applicable. Contracted vendor(s) shall be responsible for all transportation, fees or permits which may be applicable.</p>	<u>\$15,100.00</u>	<u>\$18,000.00</u>
009	1	Mile	<p>Trip charge for delivery from portal to portal for any item requiring installation.</p> <p>See section on deliveries for portal information</p>	<u>\$2.25 Per Mile One-way Mileage</u>	<u>\$0.96</u>

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 80-805-18-16658

010	1	Ea.	<p>Extended warranties, units, please indicate all available terms and costs for each extended warranty on Fuel Master Dispensers.</p> <p>One year: _____</p> <p>Three year: _____</p>	<p><u>\$0.00 Must be purchased from Fuel Master</u></p>	<p><u>One year: \$4000.00</u></p> <p><u>Three year: \$11000.00</u></p>
011	1	Ea.	<p>Tank Monitoring System approved models include Veeder Root TLS300 Series, Veeder Root TLS4 Series or approved equal. Vendor shall provide a price for each as stated above.</p>	<p><u>\$ 6453.00 Wired</u></p> <p><u>\$9947.00 Wireless</u></p>	<p><u>\$ 5500.00 Wired</u></p> <p><u>\$7500.00 Wireless</u></p>
012	1	Ea.	<p>Installation of Tank Monitoring System to include all trenching and backfill costs performed during the installation of dispensers/pumps/card readers or tank monitoring system. The NMDOT will provide the conduit for install. Contractor shall be responsible for connectivity and install at the tanks and at the tank monitoring system.</p> <p>Contractor is also responsible for pulling wire through the conduit in the open trench during the install. This system shall be for two (2) tanks/vaults which is the typical setup for a NMDOT patrol. The NMDOT electrician shall work with the contractor prior to the installation provided that electrical schematics are provided.</p>	<p><u>\$11,500.00</u></p>	<p><u>\$13,000.00</u></p>
013	1	Hr.	<p>Maintenance and repair of fuel pumps, dispensers, card readers, hoses, fittings, tank monitoring systems and all related fuel service station items within the NMDOT fuel facilities. Contractor shall provide manufacturer and certified technicians to provide quality service to the NMDOT.</p> <p>Provide a regular labor hour and the contracted discount labor hour for the NMDOT.</p>	<p><u>\$79.00 Regular hourly labor rate</u></p> <p><u>\$70.00 Discount hourly rate</u></p>	<p><u>\$75.00 Regular hourly labor rate</u></p> <p><u>\$70.00 Discount hourly rate</u></p>
014	1	%	<p>Percentage discount off current price list for parts required for maintenance and repair of fuel pumps, dispensers, card readers, hoses, fittings, tank monitoring systems and all related fuel service station part items needed within the NMDOT fuel facilities.</p>	<p><u>18%</u></p>	<p><u>5%</u></p>

*** 14 Items Awarded***

