



State of New Mexico General Services Department

Price Agreement

Awarded Vendor: 2 Vendors Telephone No.: _____

Price Agreement Number: 90-805-18-16731

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See page 6 for additional information

Ship To: New Mexico Department of Transportation Various Locations
Invoice: New Mexico Department of Transportation Various Locations
For questions regarding this contract please contact: India Garcia 505-690-7383

Procurement Specialist: Raelynn Lujan *RL*

Telephone No.: (505) 827-0484

Email: raelynn.lujan@state.nm.us

Title: Calibration Maintenance and Repairs of Laboratory Testing Equipment

Term: February 18, 2019 to February 17, 2020

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Acting Director, State Purchasing Division

Date: 2/11/2019

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

nm

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

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fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://www.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!*

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.

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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 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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(AA) 0000180777
Concrete, Aggregate & Asphalt Testing LLC
17 Centro de Algodones
Algodones, NM 87001
(505) 718-3030
Navor@ca2testing.com

Delivery: N/A Performed on site

(AB) 0000028911
INSTROTEK INC
1 Triangle Drive, Research Park
Dunham, NC 27709
(919) 875-8371
mwheatly@introtek.com

Delivery: We will be dependent on manufacturer of Gyrotory compactors for service and parts. We can calibrate all compactors as needed we will need manufacturer support for any repairs.

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Specifications:

Calibration, Maintenance & Repairs of Laboratory Testing Equipment:

Establish a Price Agreement for repair, service, and calibrate of various lab equipment at various sites for the New Mexico Department of Transportation (NMDOT).

Term:

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

Method of Award:

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to issue multiple awards to obtain the items/services listed. Multiple awards are recommended to ensure availability and timely delivery.

Method of award may be to multiple vendors for each item but not to exceed three (3) vendors per item.

Billing:

All repairs costing over \$250.00 shall be approved in writing, by the District Lab Supervisors or the appropriate unit head in the Materials Testing & Design Section of the State Materials Bureau or their written designees, prior to service.

The Contractor shall provide a written estimate of cost and obtain an approved purchase order number prior to performance of service.

Parts costing over \$25.00, sold to the State of New Mexico shall be accompanied by a copy of the parts invoice. All work is to be accomplished during the New Mexico Department of Transportation's regular working hours, unless other arrangements have been made thru the lab supervisor or the State Materials Bureau Chief.

Unless otherwise approved in writing by the District Lab Supervisor or the State Materials Bureau Chief, any unit or component thereof, having to be repaired at the vendor's place of business shall be returned, at the vendor's expense, within thirty (30) days of receipt of the equipment.

Vendor shall submit invoice for work done under the contract, including a copy of the parts invoice and travel expenses within thirty (30) days of completion of the work.

Payment Provisions:

Within fifteen (15) days after the date the Department receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction, or items of tangible personal property. If the Department finds that the services, construction, or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor, a letter of exception explaining the defect or objection to the services, construction, or delivered tangible personal property along with the details of how the Contractor may proceed to provide remedial action. Upon certification by the Department that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of one and one half percent (1-1/2%) per month. Final payment shall be made within thirty (30) days after the work has been approved and accepted by the Department's Secretary or his duly authorized representative.

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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 Worker's Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately.

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 authorize 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 provisions of this Price Agreement.

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 by user.

Minimum Requirements:

State Compensation:

The prices quoted herein represent the total compensation to be paid by the State for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

Prior to submitting bids, interested vendors may contact or visit each location. Contact persons are:

District One - District Lab Supervisor or Designee (Switchboard) - (575) 544-6530	Toll Free 1-800-444-0745
District Two - District Lab Supervisor or Designee (Switchboard) - (575) 637-7200	Toll Free 1-800-432-7845
District Three - District Lab Supervisor or Designee (Switchboard) - (505) 798-6600	Toll Free 1-866-466-8178
District Four - District Lab Supervisor or Designee (Switchboard) - (575) 454-3600	Toll Free 1-800-234-7520
District Five - District Lab Supervisor or Designee (Switchboard) - (505) 995-7700	Toll Free 1-800-388-6630
District Six - District Lab Supervisor or Designee (Switchboard) - (505) 285-3200	Toll Free 1-800-361-3596
General Office - Quality Control Engineer - (505) 660-7304	

Scope of Services:

All calibrations shall be certified by placing a sticker on the calibrated piece of equipment, indicating the date calibrated, serviceman's initials, serial number of the item calibrated, calibration report number, and due date of next calibration.

Vendor must provide written certification of calibration service to include calibration data within thirty (30) days of calibration.

Contractor shall be held responsible for all costs for damage, loss, and/or replacement due to the vendors neglect.

Contractor shall warranty all parts, based on manufacturer's warranty.

The vendor shall provide a written response within five (5) days to any request from the State Materials Bureau Chief or the District Lab Supervisors for emergency work. The response shall include the date that the vendor will arrive to perform the requested work.

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If any piece of equipment is not properly calibrated or if any malfunctions occur due to contractor's servicing, the Contractor shall repair, calibrate or service at no additional cost.

General Notes:

1. The basic intent of this Price Agreement is to provide needed repair, service, and calibrations.
2. Invoice by location upon completion of service call, including calibration rate, per diem, and mileage.

If successful bidder cannot service any piece of equipment for which a price is quoted, bidder must advise the Department within five (5) working days of his proposal for repair and or calibration by an authorized factory service representative. All costs for repair and or calibration shall be borne by the bidder. (The precise number of units is indicated by Approx. Qty).

The following are the billing address locations for the various NMDOT district offices:

Ship and invoice as follows as requested:

New Mexico Department of Transportation
State Materials Bureau
P.O. Box 1149
1005 West Cordova Road
Santa Fe, New Mexico 87504

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

New Mexico Department of Transportation
District Two
P.O. Box 1457
4505 West 2nd Street
Roswell, New Mexico 88202

New Mexico Department of Transportation
District Three
7500 Pan American Freeway N.E.
PO Box 91750 (87109)
Albuquerque, New Mexico 87199

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

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New Mexico Department of Transportation
District Five
7315 Cerrillos Road
P.O. Box 4127
Santa Fe, New Mexico

Department of Transportation
District Six
1919 Pinon Drive
P.O. Box 2160
Milan, New Mexico 87021

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ITEM	APPROX. QTY.	UNIT	ARTICLE AND DESCRIPTION	UNIT PRICE (AA)	UNIT PRICE (AB)
1	30	Each	Superpave Gyrator Compactors - Internal	\$300.00	\$1,450.00
2	10	Each	Gyratory Compactor Calibration Kits	\$175.00	\$575.00
3	80	Each	Digital Thermometers	\$30.00	\$115.00
4	20	Each	Glass Test Thermometers	\$30.00	\$155.00
5	150	Each	Digital Balance/Scale	\$45.00	\$105.00
6	30	Each	Analytical Balance/Scale	\$45.00	\$195.00
7	100	Each	Electric Oven	\$35.00	\$175.00
8	1	Each	L.A. Wear Soundness Machine	\$110.00	\$365.00
9	25	Each	Temperature Chart Recorder	\$35.00	\$115.00
10	2	Each	Muffle Furnace	\$75.00	\$175.00
11	48	Each	"R" Value Expansion Pressure Device	\$25.00	\$65.00
12	25	Each	Digital Caliper	\$25.00	\$75.00
13	25	Each	Vacuum Pump	\$30.00	\$105.00
14	25	Each	Sand Equivalent Shaker	\$30.00	\$95.00
15	15	Each	Ignition Binder Oven	\$55.00	\$200.00
16	15	Each	Platform Scale	\$45.00	\$160.00
17	30	Each	Mechanical Soil Compaction Hammer (Proctor)	\$35.00	\$85.00
18	30	Each	Manual Soil Compaction Hammer (Proctor)	\$35.00	\$85.00
19	15	Each	Water Bath	\$35.00	\$165.00
20	20	Each	Liquid Limit Device - Motorized	\$30.00	\$105.00
21	25	Each	Mechanical Shaker	\$30.00	\$165.00
22	2	Each	Soil Compactor Kneading Machine	\$200.00	\$165.00
23	25	Each	Compression Machine 0-300,000 lb	\$300.00	\$550.00
24	10	Each	Timer	\$25.00	\$75.00
25	1	Each	RCP Machine	\$75.00	\$350.00
26	1	Each	Hamburg WheelTrack	\$300.00	\$850.00
27	1	Each	Gyrator Molds	\$50.00	\$55.00
28	1	Each	Ring Gauge	\$75.00	\$285.00
29	10	Each	Core Dry	\$35.00	\$235.00
31	10	Each	AutoRice Machine	\$35.00	\$125.00

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ITEM	APPROX. QTY.	UNIT	ARTICLE AND DESCRIPTION	UNIT PRICE (AA)	UNIT PRICE (AB)
32	16	Each	Temperature Chart Recorder	\$35.00	\$135.00
33	5	Each	Hveem Stabilometer	\$75.00	\$180.00
34	2	Each	Point Load Test Machine	\$100.00	\$475.00
35	10	Each	Electronic Displacement Transducer (Calibration of the displacement Transducers shall be performed using International System of Unit (SI) gauge blocks appropriate for the transducer travel ranges)	\$75.00	\$185.00
36	19	Each	Electronic Pressure Transducer	\$80.00	\$105.00
37	2	Each	S-Type Load Cell (Measure force applied to sample)	\$100.00	\$295.00
38	3	Each	Pneumatic Pressure Controllers (Measures cell pressure, back pressure, pore water pressure and volume change of sample, used in triaxial testing)	\$285.00	\$395.00
39	4	Each	Consolidation Apparatus: (Calibration procedure by AASHTO 216)	\$160.00	\$395.00
40	2	Each	Dial Caliper	\$25.00	\$75.00
41	1	Each	Test Press	\$100.00	\$495.00
42	1	Hour	Rate for calibration and/or repairs performed at the above listed labs for equipment not listed and any additional equipment the Department has.	\$90.00	\$95.00
43	1	Each	Per Diem	\$120.00	\$150.00
44	1	Mile	Mileage	\$0.65	\$0.55
45	1	Hour	Rate for repairs performed in the vendor's shop for all listed test equipment and for any additional equipment, the Department has.	\$90.00	\$95.00
46	1	Each	Parts will be provided at invoice cost	\$1.00	\$0.00
47	1	Each	Restocking Fee	\$1.00	\$0.00

*** 47 Items Total***