



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
0000015420
Central Mine Equipment Company
4215 Rider Trail North
Earth City, MO 63045

Email: info@cmeco.com
Telephone No.: (800) 325-8827

Price Agreement Number: **90-805-18-16733**

Payment Terms: **Net 30**

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

Delivery: **7-10 days**

Ship To:
New Mexico Department of Transportation – State
Material Bureau
2700 Jaguar Dr.
Santa Fe, NM 87505

Procurement Specialist: **Raelynn Lujan** *RL*

Telephone No.: **(505) 827-0484**

Email: **raelynn.lujan@state.nm.us**

Invoice:
New Mexico Department of Transportation-
Materials Bureau
PO Box 1149
Santa Fe, NM 87505

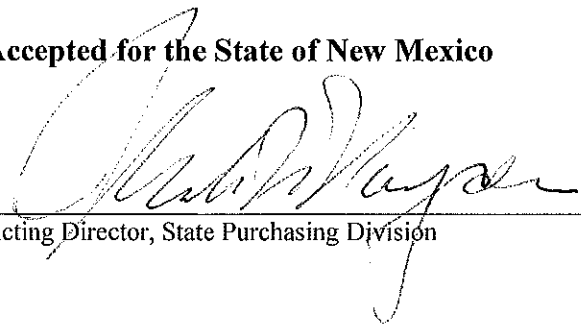
For questions regarding this contract please contact:
India Garcia 505-690-7383

Title: **Drilling Supplies**

Term: **March 1, 2019 to February 28, 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: 2/25/2019

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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.insurenwnewmexico.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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Specifications:

Drilling Supplies:

Establish a Price Agreement for Drilling Supplies 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.

Multiple Awards:

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 listed. Multiple awards are recommended to ensure availability and timely delivery.

Escalation clause:

In the event of a product cost increase, an escalation request will be reviewed by this office on an individual basis and approved by State Purchasing Division. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

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. If the Contractor product of workmanship does not conform or operate satisfactorily in accordance with the Specifications, then SPD reserves the right to remove the Contractor from the Price Agreement

Tax Notes:

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.

Delivery:

Equipment shall be delivered within five (5) working days of bidder's receipt of order. In the event of failure of the bidder to deliver in accordance with this requirement, the bidder shall be liable to the user agency and/or the State for late delivery penalties in the amount of \$25 per unit per day

Minimum Requirements:

Core drilling bits and barrels (various sizes).

All items must or shall be premium and/or fracture face diamond impregnated masonry and/or bits 12", 14", 16" and 18" long with thin wall, air and waterways for coring asphalt and concrete pavements. Should be able to be used with compressed air and/or gas cooled.

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Shipping Note:

Prepay freight and add to quote/invoice as a separate item.

Questions regarding this price agreement contact Kelly Montoya at Kellyr.montoya@state.nm.us or Mark Strzelczyk at Bogdan.Mark.Strzelczyk@state.nm.us

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
1	1	Each	CME 2¼" Heavy Duty Hollow Stem Augers - CME #21984 or equal _____	\$517.00
2	1	Each	CME 4¼" Heavy Duty Hollow Stem Augers - CME #22055 or equal _____	\$545.00
3	1	Each	S-Series Hollow Stem Auger Heads,4-Pocket & 5-Pocket for 3¾" HD Augers CME #12671 or equal _____	\$523.00
4	1	Each	S-Series Hollow Stem Auger Heads, 4-Pocket & 5-Pocket for 4¼" HD Augers CME #12669 & 12715 (6-Pocket) or equal _____	\$796.00
5	1	Each	Shields/Bit Skirts for CME S-Series Heads CME #19373 or equal _____	\$22.53
6	1	Each	5s Teeth for CME Auger Heads CME #12759 or equal _____	\$25.22
7	1	Each	Spade Teeth for CME Auger Heads CME #19390 or equal _____	\$45.97
8	1	Each	Conical Teeth for CME Auger Heads CME #12744 or equal _____	\$11.19
9	1	Each	Auger Connect Bolts for CME HD Augers CME #21913 or equal _____	\$8.66
10	1	Each	5' NWD-4 Outer Tube	\$557.00
11	1	Each	5' HQ/WL Outer Tube	\$197.00
12	1	Each	NWD-4 Core Barrel Head, NWJ Connect	\$388.00
13	1	Each	HQ/WL Core Barrel Head, NWJ Connect	\$731.00
14	1	Each	NWD-4 Core Barrel Bearing Assembly	\$636.00
15	1	Each	HQ/WL Core Barrel Bearing Assembly	\$636.00
16	1	Each	5' NWD-4 Core Barrel Split Inner Tube	\$1,115.00

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
17	1	Each	5' HQ/WL Core Barrel Split Inner Tube	\$1,200.00
18	1	Each	Inner Tube Shoe for NWD-4	\$47.31
19	1	Each	Inner Tube Shoe for HQ/WL	\$31.18
20	1	Each	Core Lifter for NWD-4	\$34.40
21	1	Each	Core Lifter for HQ/WL	\$19.09
22	1	Each	Reaming Shells for NWD-4 Core Barrel	\$271.00
23	1	Each	Reaming Shells for HQ/WL Core Barrel	\$332.00
24	1	Each	Tungsten Carbide NWD-4 Bits	\$317.00
25	1	Each	Tungsten Carbide HQ/WL Bits	\$393.00
26	1	Each	25 Carat Surface Set Diamond Bits - HQ/WL Core Barrel	\$596.00
27	1	Each	Diamond Impregnated Very Hard Matrix NWD-4 Core Bits	\$503.00
28	1	Each	Diamond Impregnated Medium Hard Matrix NWD-4 Core Bits	\$471.00
29	1	Each	Diamond Impregnated Medium Hard Matrix HQ/WL Core Bits	\$616.00
30	1	Each	Diamond Impregnated Medium Matrix NWD-4 Core Bits	\$452.00
31	1	Each	Diamond Impregnated Medium Matrix HQ/WL Core Bits	\$595.00
32	1	Each	Bits for HQ3WL/HQ, Diamond Surface Set	\$700.00
33	1	Each	Plastic Sample Cans w/Lids 2½" x 6"	\$3.23
34	1	Each	Brass Sample Ring 2½"x1"	\$3.23

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
35	1	Each	Sampler, Lynac 2" x 24", 4 TPI AWJ Box Sharp	\$209.70
36	1	Each	Sharp Shoe, 2" x 24", 4 TPI	\$18.82
37	1	Each	2" SS Basket Retainer, Plastic	\$1.13
38	1	Each	3" SS Basket Retainer, Plastic	\$4.30
39	1	Each	HQ Core Boxes w/Inner Dividers	\$7.53
40	1	Each	3" wide x 30" Long Galvanized Shelby Tubes	\$13.44
41	1	Each	Heavy Duty Asphalt/Concrete Core Barrel 6" I.D. x 16" L	\$381.00
42	1	Each	Heavy Duty Asphalt/Concrete Core Barrel 6" I.D. x 24" L	\$437.00
43	1	Each	Heavy Duty Asphalt/Concrete Core Barrel 10" I.D. x 16" L	\$674.00
44	1	Each	Heavy Duty Asphalt/Concrete Core Barrel 10" I.D. x 24" L	\$765.00
45	1	Each	2.25 Drive Cap THDLS HD Geoprobe #206249 GH60 Series or equal _____	No Bid
46	1	Each	2.25 Pull Cap Heavy Duty Geoprobe #206823 or equal _____	No Bid
47	1	Each	2.25 Probe Rod 12" Geoprobe #204777 or equal _____	No Bid
48	1	Each	3.25/3.5" Rod Wiper Donut Geoprobe #600418 or equal _____	No Bid
49	1	Each	Rod Wiper Weldment Geoprobe #204387 or equal _____	No Bid
50	1	Each	MC7 Sample Drive Head Geoprobe #211889 or equal _____	No Bid

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
51	1	Each	DT45 Sample Tube 60" Geoprobe #205761 or equal _____	No Bid
52	1	Each	DT45 Core Catcher Geoprobe #207000 or equal _____	No Bid
53	1	Each	MC7 Cutting Shoe Geoprobe #216121 or equal _____	No Bid
54	1	Each	DT45 Liner Cutter Geoprobe #206987 or equal _____	No Bid
55	1	Each	DT45 Liner PVC 60" Geoprobe #600719 or equal _____	No Bid
56	1	Each	DT60 Thin Wall Split Sheath 72" Geoprobe #217680 or equal _____	No Bid
57	1	Each	DT60 Retainer Geoprobe #211280 or equal _____	No Bid
58	1	Each	DT60 Core Catcher Geoprobe #215016 or equal _____	No Bid
59	1	Each	DT60 Split Sheath Drive Head 2.25 Box Geoprobe #216045 or equal _____	No Bid
60	1	Each	Adapter 2.25 Pin x 2.25 Pin Geoprobe #207394 or equal _____	No Bid

*** 60 Items Total***