



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
(AA) 0000058827
Ferrellgas LP
209 S Grand Ave
Las Vegas, NM 87701

Email: corrineromero@ferrellgas.com
agneslujan@ferrellgas.com
Telephone No. (866) 770-6844

Number: 90-805-19-16758

Amendment No.: Two

Term: August 28, 2019 – August 27, 2021

Ship To:
New Mexico Department of Transportation
District Four
PO Box 10
Las Vegas, NM 87701

Procurement Specialist: Raelynn Lujan *RL*

Telephone No.: 505-670-1561

Email: raelynn.lujan@state.nm.us

Invoice:
New Mexico Department of Transportation
District Four
PO Box 10
Las Vegas, NM 87701
For questions regarding this contract please
contact:
India Garcia- (505) 690-7383

Title: **Propane, Fuel, Heating- District 4**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Correct Vendor (AA) Ferrellgas LP, Vendor Number:

From: 0000043009 To: 0000058827

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: 3/10/2021

Mark Hayden, New Mexico State Purchasing Agent

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

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:
3 Vendors

Telephone No.: _____

Number: 90-805-19-16758

Amendment No.: One

Term: August 28, 2019 – August 27, 2021

Ship To:
New Mexico Department of Transportation
District Four
PO Box 10
Las Vegas, NM 87701

Procurement Specialist: Raelynn Lujan

Telephone No.: 505-827-0484

Email: Raelynn.Lujan@state.nm.us

Invoice:
New Mexico Department of Transportation
District Four
PO Box 10
Las Vegas, NM 87701

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

Title: Propane, Fuel, Heating – District 4

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 August 28, 2020 to August 27, 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

Valerie Paulk
Mark Hayden, New Mexico State Purchasing Agent

Date: 8/18/2020

This Agreement was signed on behalf of the State Purchasing Agent



State of New Mexico
General Services Department

Price Agreement

Awarded Vendor:
3 Vendors Awarded – See page 6 for details

Telephone No.:

Price Agreement Number: 90-805-19-16758

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See page 6

Ship To:
New Mexico Department of Transportation
District Four
PO Box 10
Las Vegas, NM 87701

Procurement Specialist: Raelynn Lujan

Telephone No.: (505) 827-0484

Email: raelynn.lujan@state.nm.us

Invoice:
New Mexico Department of Transportation
District Four
PO Box 10
Las Vegas, NM 87701

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

Title: Propane, Fuel, Heating – District 4

Term: August 28, 2019 thru August 27, 2020

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

Accepted for the State of New Mexico

Mark Hayden, New Mexico State Purchasing Division

Date: 8/28/2019

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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.
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, 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

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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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Purchasing Division
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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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General Services Department
Purchasing Division
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Awarded Vendors:

(AA) 0000043009

Ferrellgas LP
209 S Grand Ave
Las Vegas, NM 87701
(866) 770-6844
corrineromero@ferrellgas.com
agneslujan@ferrellgas.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(AB) 0000046919

Northern New Mexico Gas Company
P.O. Box 144
Angel Fire, NM 87710
(575) 377-3744
penny@northernnewmexicogas.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested, 5% Preference

(AC) 0000107643

Santa Rosa Liquid Propane Inc
152 Highway 54
Santa Rosa, NM 88435
(575) 472-4357
santarosalp@plateautel.net

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

Specifications:

Propane, Fuel, Heating – District Four (4):

To establish a price agreement to provide propane fuel for heating various Maintenance Patrol Buildings owned by the New Mexico Department of Transportation (NMDOT) within the District Four (4) region.

Terms and Conditions:

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.

Minimum Requirements:

HD5 grade propane or better.

Deliveries:

Propane fuel shall be delivered to the NMDOT locations identified in each of the items within this price agreement.

The NMDOT reserves the right to inspect measurements of any tank, before, at the time of and/or after delivery of any propane through visual inspection of the fuel register and tanks percent gauge.

All deliveries shall be made within twenty-four (24) hours after receipt of order (phone or written), excluding Saturdays, Sundays, state and federal holidays observed by the agency.

Notwithstanding the existence of this agreement, the State of New Mexico reserves the right to order any amount required for emergency purposes from any party who can deliver such amount to meet the requirement of the user, without waiving or voiding any of the terms of this agreement.

Quantities:

The quantities listed are for estimated purposes only NMDOT does not guarantee the stated amount or any amount will be purchased.

Ownership:

All prices shall be F.O.B. destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract coverage is completed. All risk transportation and all related charges shall be the responsibility of the vendor.

The vendor shall be responsible for all spillage which may occur during transit and unloading operations. The vendor shall immediately report spillage to the ordering agency and clean up the spillage according to EPA and state guidelines and requirements.

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Taxes:

The NMDOT is exempt from paying Federal excise tax on propane fuel per section 7-16b-5.b of the Taxation & Revenue Regulations. The NMDOT will not reimburse the contractor for any such costs.

Federal excise taxes shall be the sole responsibility of the vendor. The vendor shall be entitled to any credit(s) and/or refund(s) of excise taxes paid that is permitted under section 6416 of the internal revenue code of 1986.

The state is exempt from state gross receipt tax for propane fuel.

Pricing:

Price(s) shall be bid on a per gallon basis at the complete delivered price. The Price must include all vendors' costs.

All bid prices must be submitted to the 4th decimal, including even numbered prices being bid.

Example: a five (5) cent increase would be expressed as 0.500 not .05

All prices shall be based on the date of delivery and not on the date on which the order was placed.

The NMDOT will add the vendor's markup price to the posted refinery price to determine the price per gallon at the time of order. Do not include the refinery posted price to your bid price.

There will be a demurrage fee of Zero (0) charged to the ordering agency for downtime in excess of 15 minutes waiting to unload fuel or leave premises.

Invoicing/Billing:

All costs shall be billed from the corresponding NMDOT Maintenance Patrol location to the respective District Four (4) address as listed below:

New Mexico Department of Transportation
District Four
PO Box 10
Las Vegas, NM 87701

Special Note: A copy of the refinery posted price shall be submitted at time of invoice.

Invoices may be emailed to: nmdot-d4.ap@state.nm.us

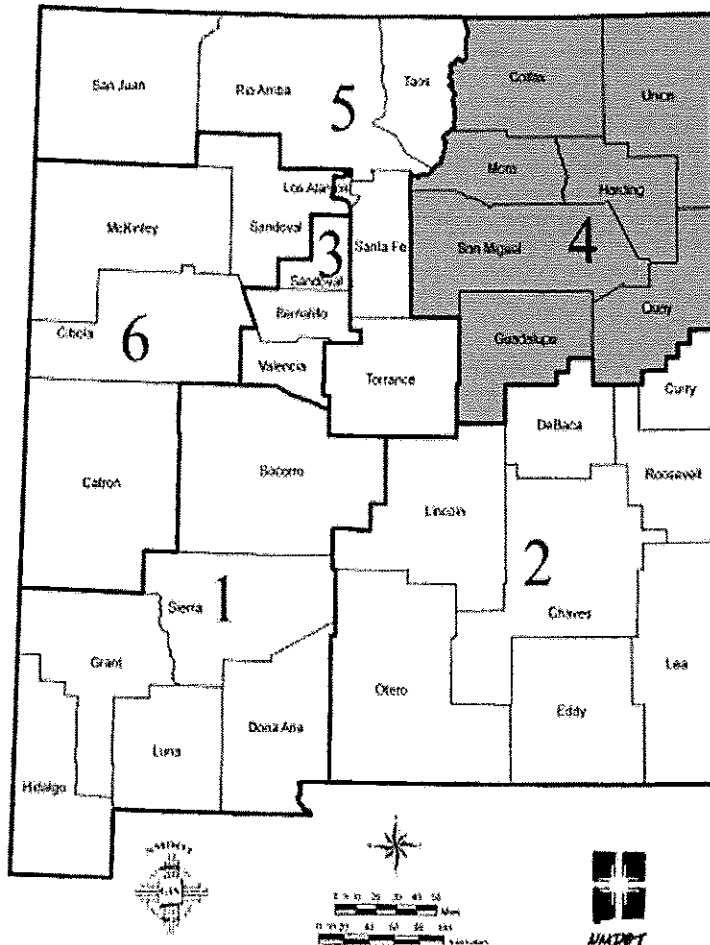
Hold Harmless Clause:

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.

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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 this 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.

NEW MEXICO DEPARTMENT OF TRANSPORTATION DISTRICTS



State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 90-805-19-16758

Items Awarded:

Item	Approx. Qty.	Unit	Article & Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)
1	1	Gallon	Propane - price per gallon over refinery posted price. Delivered to: Santa Rosa Patrol Yard 318 W. Black St. Santa Rosa, New Mexico Tank Size: 1,000 gallons	\$ 0.1599	\$ N/B	\$ 0.40
2	1	Gallon	Propane - price per gallon over refinery posted price. Delivered to: Ragland Patrol Yard 5949 State Hwy 209 McAlister, New Mexico Tank Size: 1,000 gallons	\$ N/B	\$ N/B	\$ N/B
3	1	Gallon	Propane - price per gallon over refinery posted price. Delivered to: San Jon Patrol Yard 1802 Cemetary Road San Jon, New Mexico Tank Size: 1,000 gallons	\$ N/B	\$ N/B	\$ N/B
4	1	Gallon	Propane - price per gallon over refinery posted price. Delivered to: Nara Visa Patrol Yard US 54 MP 350 Nara Visa, New Mexico Tank Size: 1,000 gallons	\$ N/B	\$ N/B	\$ N/B
5	1	Gallon	Propane - price per gallon over refinery posted price. Delivered to: Trementina Patrol Yard NM 104 MP 46.4 Trementina, New Mexico Tank Size: 1,000 gallons	\$ 0.1599	\$ N/B	\$ N/B
6	1	Gallon	Propane - price per gallon over refinery posted price. Delivered to: Clayton Patrol Yard 102 Lake Road Clayton, New Mexico Tank Size: 1,000 gallons	\$ N/B	\$ N/B	\$ N/B
7	1	Gallon	Propane - price per gallon over refinery posted price. Delivered to: Des Moines Patrol Yard 224 Des Moines Ave. Des Moines, New Mexico Tank Size: 1,000 gallons	\$ N/B	\$ 0.1990	\$ N/B

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Item	Approx. Qty.	Unit	Article & Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)
8	1	Gallon	Propane - price per gallon over refinery posted price. Delivered to: Roy Patrol Yard NM 39 MM 67.8 Roy, New Mexico Tank Size: 1,000 gallons	\$ N/B	\$ 0.1990	\$ N/B
9	1	Gallon	Propane - price per gallon over refinery posted price. Delivered to: Eagle Nest Patrol Yard NM 38 MP 28 Eagle Nest, New Mexico Tank Size: 1,000 gallons	\$ 0.1599	\$ 0.1700	\$ N/B
10	1	Gallon	Propane - price per gallon over refinery posted price. Delivered to: Cimarron Patrol Yard NM 21 MP 0.8 Cimarron, New Mexico Tank Size: 1,000 gallons	\$ N/B	\$ 0.1990	\$ N/B
11	1	Gallon	Propane - price per gallon over refinery posted price. Delivered to: Rowe Patrol Yard NM 63 MP 0.1 Rowe, New Mexico Tank Size: 1,000 gallons	\$ 0.1599	\$ 0.1600	\$ N/B
12	1	Gallon	Propane - price per gallon over refinery posted price. Delivered to: La Cueva Patrol Yard NM 518 MP 23.2 La Cueva, New Mexico Tank Size: 1,000 gallons	\$ 0.1599	\$ 0.1600	\$ N/B

*** 12 Items Total ***