



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
0000065600
Preferred Door Co.
3901 Bogan NE Suite B
Albuquerque, NM 87109
smekeough@preferredorco.com

Telephone No.: (505) 341-4965

Price Agreement Number: **95-805-19-16730**

Price Agreement Amendment No.: **One**

Term: **May 9, 2019 – January 7, 2020**

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: ^{CJT} Clarke J. Fountain

Telephone No.: (505) 827-0487

Invoice:
New Mexico Department of Transportation
Various Locations

Email: ClarkeJ.Fountain@state.nm.us

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


Title: Overhead Doors & Hoists

This Price Agreement 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 the SHARE number on the award for supplier Preferred Door Co. from 0000089734 to 0000065600.

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: 6/18/2019

nm



State of New Mexico General Services Department

Price Agreement

Awarded Vendor:
0000089734
Preferred Door Co.
3901 Bogan NE Suite B
Albuquerque, NM 87109
smekeough@preferreddorco.com

Telephone No.: (505) 341-4965

Price Agreement Number: 95-805-19-16730

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:
New Mexico Department of Transportation
Various Locations

CJF
 Procurement Specialist: Clarke J. Fountain

Telephone No.: (505) 827-0487

Email: clarkej.fountain@state.nm.us

Invoice:
New Mexico Department of Transportation
Various Locations

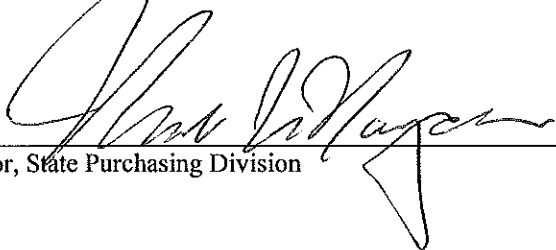
For questions regarding this contract please contact:
India Garcia (505) 690-7383

Title: **Overhead Doors & Hoists**

Term: **May 9, 2019 – January 7, 2020**

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

Accepted for the State of New Mexico



 Director, State Purchasing Division

Date: 5/8/2019

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 #: 95-805-19-16730

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.insurenwemexico.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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 95-805-19-16730

Page-5

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 #: 95-805-19-16730

Page-6

Specifications:

Establish a Price Agreement for Overhead Doors and Hoists, commercial, maintenance/repair/replacement for various locations throughout the districts with the New Mexico Department of Transportation (NMDOT).

Term:

The term of this agreement shall be for one (1) year from date of award through January 7, 2020 with the option to extend for a period of three (3) additional years, on a year-by-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.

All parts must be for commercial use only, substitutions of residential parts are unacceptable and shall result in contractor having their Price Agreement cancelled by the State of New Mexico.

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.

Bidding Information:

The conditions and specifications set out in the Invitation to Bid are inseparable and indivisible. Any vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the Invitation to Bid shall be included by the vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the Invitation to Bid shall, at the discretion of the State Purchasing Division, constitute grounds for rejection of the entire bid.

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

Contractor Agrees to:

Contractor shall provide competent supervision and skilled personnel to carry on all work in progress. Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The contractor shall 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 and the safety and health of the public and to protect property in connection with the performance of the work covered by the Price Agreement.

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 property caused by, or resulting from contractor's and/or its employees own negligent act(s) or omission(s) while contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the tort claims act (41-4-1, Et Seq., N.M.S.A.1978 Corp) and section 57-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to this agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property and/or any other claim whatsoever pursuant to the provisions of this agreement.

Contractors who are bidding shall promptly notify the NMDOT of any ambiguity, inconsistency, or error which they discover upon their examination of these bidding documents, or of the site and local conditions.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 95-805-19-16730

Page-7

The State Purchasing Division shall have the right to reject any or all bids, and in particular to reject a bid not accompanied by the data required by this bidding document, or a bid which is in any way incomplete or irregular.

Bidder must specify the brand(s) they are providing a bid for if the brand(s) are different from what is specified in this Invitation to Bid.

All parts must be for commercial use only, substitutions of residential parts are unacceptable and shall result in contractor having their Price Agreement cancelled by the State of New Mexico. All bidders shall submit a parts pricing list for all items needed for the performance of work under this Price Agreement.

Unit bid prices for installation of items 001, 002, 003, 004, 012, 013, 014, 015, shall include labor and material cost for completion. Hourly rates shall not be applied when performing any of the installation items.

Contractor Note:

No person shall act as a Contractor without a license issued by the Construction Industries Division 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 to bid and perform the type of work to be undertaken (60-13-12, NMSA 1978).

Contractor License Number: _____

The Contractor(s) shall be considered an independent contractor and not an employee of the State of New Mexico. However, directions as to time and place of performance and compliance with the rules and regulations may be required by the using agency.

All bidders must include a copy of their license issued by the Construction Industries Division, to provide proof that their company has been involved in servicing, maintaining, selling, and installing overhead doors for commercial use for a minimum of five (5) years with their bid. **Failure to provide documentation will be cause for disqualification of bids.** The foreman present at each job site must have a minimum of five (5) years' experience in servicing and maintaining overhead doors for commercial use.

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

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

Items shall be awarded to multiple vendors per district as follows:

Please note: Bid evaluations will exclude the items for "parts discount off list price" and "odd size door discount off certified invoice".

Items 001 to 011 – District One (Excludes items 005 and 010)

Items 012 to 022 – District Two (Excludes items 016 and 21)

For a Bid to be considered for award to a district, prices must be submitted for all items for that district except items noted above. Failure to do so will result in the bid being deemed non-responsive and rejected from consideration for award to that district.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 95-805-19-16730

Page-8

Notice to bidders:

Due to the large geographical areas that will be covered by this Price Agreement, travel/mileage costs will be heavily weighted in the analysis of the bids submitted.

Utilization of Vendors:

The following procedure for the utilization of awarded vendors shall be used on multiple source Price Agreements.

1. The selection of a vendor from a multiple source Price Agreement to complete a project shall be based on the project estimate (purchase order).
2. The Department shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded vendor. The project estimate shall not be modified by adding new items after work has commenced.
3. The vendor selected to perform the work on the project shall be the vendor providing services for the specific project estimate at the lowest overall cost to the Department.
4. A vendor **not** offering the lowest cost to the Department can only be used for the specific project if the vendor providing the lowest overall cost to the Department is unable to perform the work within the specified time due to crew availability. The Department shall require written correspondence from vendor indicating unavailability to perform specified work.

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, etc. Seq. NMSA 1978 as amended. Minimum wage rates as determined and published by the New Mexico Department of Work Force Solutions (NMDWS), Santa Fe, New Mexico shall be in effect and utilized by the vendor 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 current Wage Decision and any modifications 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 over the over sixty-thousand dollars (\$60,000.00).

Vendor shall provide all insurance necessary to employees on work site, including but not limited to Workers' Compensation.

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 Price Agreement, whether performed by the Contractor, the Contractor's agents or employees or by Sub-Contractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment, employees, agents and Sub-Contractors therefrom.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 95-805-19-16730

Page-9

(A) Public Liability and Automobile Liability Insurance

- a. 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)

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:

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 Price Agreement; 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 Price Agreement, 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 Price Agreement shall furnish evidence of Contractor's insurance coverage by a Certificate of Insurance. The Certificate of Insurance shall be submitted upon request of the Department.

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 95-805-19-16730

Page-10

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 Price Agreement.

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 Price Agreement, should such insurance otherwise meet all requirements of such subsections.
- (E) **Other Required Insurance:** The Contractor shall procure and maintain, when required by the 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 Price Agreement, the Contractor, in addition to the above requirements, shall be required to furnish a Railroad Protective Liability policy in the name of the railroad company involved. In addition, on those rails that are used by the National Railroad Passenger Corporation (NRPC), the Contractor will also obtain a Railroad Protective Liability Policy in the name of NRPC.

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

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

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

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

Specifications:

Repairs shall be performed within twenty-four (24) hours after receipt of order. Replacement or installation of equipment shall be performed within three (3) weeks after receipt of order. The conditions listed in the above paragraphs are an integral part of this bid and shall be the conditions regulating the performance of any Price Agreement between the vendor and the State of New Mexico and any commission, division, or department thereof.

Preventive Maintenance Inspections:

The Districts will schedule a pre-preventive maintenance meeting with the successful contractor, prior to the preventive maintenance commencing, in order to set up a route and schedule whereby the contractor can accommodate each Patrol Yard at the most cost effective means to the Districts. This will also ensure that each Patrol Yard will have a responsible employee present to accept and initial the maintenance report.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 95-805-19-16730

Page-11

Payment for preventive maintenance and inspection shall include travel time, mileage, lodging, meals labor, and all incidentals. Preventive maintenance includes, but is not limited to, checking, adjusting, and minor repairs on all rollers, tracks, springs, nuts, bolts, cables, belts, bearings, operators, as well as lubricating any necessary parts. Any parts needed, will be purchased by the using agency at the prices stated in the parts items on the Price Agreement.

Inspections are to be performed annually at the discretion of the District. It will be the responsibility the District to contact the successful bidder to make arrangements for this service.

Payment for preventive maintenance will be made upon completion and receipt of all maintenance and inspection reports for the District. Preventive maintenance and inspection are to be performed concurrently and are considered inseparable.

Repairs and Replacements:

Applicable hourly rates for repairs will be paid only while Contractors employees are performing repairs at the actual Patrol Yard or site where repairs are needed. This rate will not be paid for mileage charges (travel time). Mileage charges (travel time) are to be determined by the Contractor and verified by the District Engineer or designee and paid under mileage charge. Hourly rates shall not be applied when performing any of the installation items.

Mileage charges will also be paid, one way, for installation and repair items. Mileage charges will be paid only from the District Office to the Patrol Yard or site where installation and repairs will occur. For example, if repairs are requested at the Cliff Patrol Yard, mileage charges will be incurred only from the District One Office in Deming to the Cliff Patrol Yard. In cases where installation and repairs occur at the District Yard, mileage charges will not be paid.

The Districts will make payment for repairs and replacement of doors after completion and final acceptance of 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 1 1/2 percent per month. For purchases funded by State or Federal Grants to local public bodies, if the local public body has not received the funds from the Federal or State funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the contractor within five (5) working days of receipt of funds that funding agency. 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. 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 contract may be cancelled effective immediately.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 95-805-19-16730

Page-12

Escalation/Reduction Clause:

In the event of a product and/or fuel cost increase, an escalation request will be reviewed by this office and approved by the State purchasing Division on an individual basis. 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.

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

- Price Agreement item number
- Current item price
- Proposed new price
- Percentage of increase
- Supplier notification of price increase indicating percentage of increase including reason for increase

Method of Measurement and Payment:

Items shall be measured and paid as follows:

Operator, Installed Trolley Type – Hourly rates shall not be applied when performing any of the installation items. This item shall be measured and paid by “each”.

Operator, Installed Jackshaft Type – Hourly rates shall not be applied when performing any of the installation items. This item shall be measured and paid by “each”.

Doors, Normal Headroom – Hourly rates shall not be applied when performing any of the installation items. This item shall be measured and paid by “each”.

Doors, Low Headroom – Hourly rates shall not be applied when performing any of the installation items. This item shall be measured and paid by “each”.

Parts for Repairs Discount – Parts for repair of existing doors or hoists. This item is the percent (%) “Discount off List Price” when invoicing parts in excess of one hundred (\$100.00). Certified freight and certified parts invoice must be provided to requestor. This item is a discount on invoice.

Preventive Maintenance and Inspection – This item is for the performance of preventive maintenance and inspection of each location and number of doors per location. Payment for this item shall include travel time, mileage, lodging, meals labor, and all incidentals. Preventive Maintenance and Inspection shall also include, but is not limited to, checking, adjusting, and minor repairs on all rollers, tracks, springs, nuts, bolts, cables, belts, bearings, operators, and lubrication. Any necessary parts will be purchased by the using Agency at the price stated in the parts items. Payment will be made after the completion of each entire Maintenance and Inspection loop through the District. A loop (each) is defined as the completion of preventive maintenance and inspection of all locations and the number of doors per location. This item shall be measured and paid by each complete loop performed in the District.

Repairs other than Routine Maintenance – During Normal Working Hours – Applicable hourly rates will be paid only while contractor's employees are performing repairs at the actual Patrol Yard or site where repairs are needed. This item shall be measured and paid by the hour.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 95-805-19-16730

Repairs other than Routine Maintenance – After Normal Working Hours – Applicable hourly rates will be paid only while contractor’s employees are performing repairs at the actual Patrol Yard or site where repairs are needed. This item shall be measured and paid by the hour.

Mileage Charge – Will be paid, one way, for installation and repair items only – Mileage charges will be paid only for the respective District Office to the District Patrol Yard or site where installation or repairs will occur. In cases where installation and repairs occur at the patrol District Yard, mileage charges will not be paid. This item shall be measured and paid by the mile.

Notice to bidders - Due to the large geographical areas that will be covered by this Price Agreement, travel costs will be heavily weighted in the analysis of the bids submitted.

Odd Size Door Discount – This item is for the percent (%) “Discount off List Price” for odd size doors. Certified freight and certified parts invoice must be provided to requestor. This item is a discount on invoice.

Spring Bumpers – This item is for spring bumpers for chain operated low and normal headroom doors. This item shall be measured and paid by “each”.

Quantities:

The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the Engineer and quantities may be increased or decreased as necessary to meet actual field requirements. The State does not guarantee any amount of work.

Required usage of the Price Agreement is an estimate only; exact usage shall be determined by the District. NMDOT is encouraging and requesting multiple awardees.

Ship To:

NMDOT – Various Locations
NMDOT District 1 Store Warehouse
2912 E. Pine St.
Deming, N.M. 88030

NMDOT District 2 Store Warehouse
4505 W. Second Street
P.O. Box 1457
Roswell, N.M. 88202-1457

NMDOT District 3 Store Warehouse
7500 Pan American Freeway N.E.
P.O. BOX 91750
Albuquerque, NM 87199-1750

NMDOT District 4 Store Warehouse
28 Bibb Industrial Dr.
P.O. Box 10
Las Vegas, N.M. 87701-0030

NMDOT District 5 Store Warehouse
7515 South Cerrillos Rd.
P.O. BOX 4127

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 95-805-19-16730

Page-14

(Coronado station)
Santa Fe, NM 87502-4127

NMDOT District 6 Store Warehouse
1919 Pinon Drive
P.O. BOX 2160
Milan, NM 87021-2159

Bill To: NMDOT Various Locations

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

New Mexico Department of Transportation
District Two
4505 W. Second Street
P.O. Box 1457
Roswell, N.M. 88202-1457

New Mexico Department of Transportation
District Three
7500 Pan American Freeway N.E.
P.O. Box 91750
Albuquerque, N.M. 87199-1750

New Mexico Department of Transportation
District Four
28 Bibb Industrial Dr.
P.O. Box 10
Las Vegas, N.M. 87701-0030

New Mexico Department of Transportation
District Five
7315 Cerrillos Road
P.O. Box 4127 (Coronado Station)
Santa Fe, N.M. 87502-4127

New Mexico Department of Transportation
District Six
1919 Pinon Drive
P.O. Box 2160
Milan, N.M. 87021-2159

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 95-805-19-16730

Item	Approx. Qty.	Unit	Article and Description	Unit Price
004	1	EA	<p>Doors, Installed, Low Headroom, 14 ft. x 13 ft. Steel, exterior, 20 gauge, white; expanded polystyrene insulation (R-value = 7.7); 24 gauge steel back cover; 3 in. EPDM bottom seal; Header Seal; U-bar 4 in. 18 gauge; oval window (24 in. X 8 in.) glass 1/8" insulated DSB; galvanized 2 in. 12 gauge track; torsion spring, 3 1/2" inner diameter, 13 gauge tube; 11 gauge hinges; heavy duty 2" rollers; interior slide lock; 11 gauge hanger angle; Raynor, Steel Form Standard, S-20 or equivalent. All units must be commercial rated.</p> <p>Various locations throughout District one (1)</p> <p>Brand Offered: _____</p>	<p>\$4,993.00</p> <p>Brand: CHI</p>
005	%	Disc	<p>Parts for Repair of Existing Doors or Hoists, Discount off list _____%. When invoicing parts in excess of \$100.00 certified freight and certified parts invoice must be provided to requestor.</p> <p>Various locations throughout District one (1)</p>	<p>10%</p>
006	1	EA	<p>Preventive Maintenance and Inspection of each location at the District's discretion. First inspection to be performed within six (6) months after award. Next inspection may be performed six (6) months later at the discretion of the district. Maintenance to include, but not be limited to checking, adjusting, and minor repairs on all rollers, tracks, springs, nuts, bolts, cables, belts, bearings, operators, and lubricating. Any necessary parts will be sold to the State at the price stated in Item 005 above. Price to include travel time, mileage, lodging, meals, labor, and all incidentals.</p> <p>Various locations throughout District one (1)</p>	<p>\$6,850.00</p>
007	1	EA	<p>Repairs other than routine maintenance during normal working hours.</p> <p>Various locations throughout District one (1)</p>	<p>\$149.00</p>

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 95-805-19-16730

Item	Approx. Qty.	Unit	Article and Description	Unit Price
008	1	EA	Repairs other than routine maintenance after regular working hours, on weekends, or on Holidays. Various locations throughout District one (1)	\$217.00
009	1	Mile	Mileage charge for all repairs from respective District Office to Patrol Yard or site. Various locations throughout District one (1)	\$4.25
010	%	Disc	Odd Size Doors, _____% discount off. Certified parts and certified freight invoice must be provided to requestor. Various locations throughout District one (1)	10%
011	1	EA	Spring bumpers for chain operated low and normal headroom doors. Various locations throughout District one (1)	\$21.00
012	1	EA	Operator, Installed, Trolley Type 1/2 HP 115 Volt with mechanical brake and constant pressure push button station for use as a replacement of existing overhead door hoist with electric operator and control with disconnects for operation during an emergency. Raynor, Power Hoist Basic or Equivalent. All units must be commercial rated. Various locations throughout District two (2) Brand Offered: _____	\$1835.00 Brand: Liftmaster
013	1	EA	Operator, Installed, Jackshaft Type 1/2 HP 115 Volt with mechanical brake and constant pressure push button station for use as a replacement for existing overhead door hoist w/electrical operator and control w/disconnects for operation during an emergency. Raynor, Power Hoist Basic or equivalent. All units must be commercial rated. Various locations throughout District two (2) Brand Offered: _____	\$2,699.00 Brand: Liftmaster

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 95-805-19-16730

Item	Approx. Qty.	Unit	Article and Description	Unit Price
014	1	EA	<p>Doors, Installed, Normal Headroom, 14 ft. x 13 ft. Steel, exterior, 20 gauge, white; expanded polystyrene insulation (R-value = 7.7); 24 gauge steel back cover, 3 in. EPDM bottom seal; Header Seal; U-bar 4 in. 18 gauge; oval window (24 in. X 8 in.) glass 1/8" insulated DSB; galvanized 2 in. 12 gauge track; Torsion spring, 3 1/2" inner diameter, 13 gauge tube; 11 gauge hinges; heavy duty 2" rollers; interior slide lock; 11 gauge hanger angle; Raynor, Steel Form Standard, S-20 or equivalent. All units must be commercial rated.</p> <p>Various locations throughout District two (2)</p> <p>Brand Offered: _____</p>	<p>\$4,573.00</p> <p>Brand: CHI</p>
015	1	EA	<p>Doors, Installed, Low Headroom, 14 ft. x 13 ft. Steel, exterior, 20 gauge, white; expanded polystyrene insulation (R-value = 7.7); 24 gauge steel back cover; 3 in. EPDM bottom seal; Header Seal; U-bar 4 in. 18 gauge; oval window (24 in. X 8 in.) glass 1/8" insulated DSB; galvanized 2 in. 12 gauge track; torsion spring, 3 1/2" inner diameter, 13 gauge tube; 11 gauge hinges; heavy duty 2" rollers; interior slide lock; 11 gauge hanger angle; Raynor, Steel Form Standard, S-20 or equivalent. All units must be commercial rated.</p> <p>Various locations throughout District two (2)</p> <p>Brand Offered: _____</p>	<p>\$4,893.00</p> <p>Brand: CHI</p>
016	%	Disc	<p>Parts for Repair of Existing Doors or Hoists, Discount off list _____%. When invoicing parts in excess of \$100.00 certified freight and certified parts invoice must be provided to requestor.</p> <p>Various locations throughout District two (2)</p>	<p>10%</p>
017	1	EA	<p>Preventive Maintenance and Inspection of each location at the District's discretion. First inspection to be performed within six (6) months after award. Next inspection may be performed six (6) months later at the discretion of the district. Maintenance to include, but not be limited to checking, adjusting, and minor repairs on all rollers, tracks, springs, nuts, bolts, cables, belts, bearings, operators, and lubricating. Any necessary parts will be sold to the State at the price stated in Item 016 above. Price to include travel time, mileage, lodging, meals, labor, and all incidentals.</p> <p>Various locations throughout District two (2)</p>	<p>\$6,978.00</p>

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 95-805-19-16730

Item	Approx. Qty.	Unit	Article and Description	Unit Price
018	1	EA	Repairs other than routine maintenance during normal working hours. Various locations throughout District two (2)	\$149.00
019	1	EA	Repairs other than routine maintenance after regular working hours, on weekends, or on Holidays. Various locations throughout District two (2)	\$217.00
020	1	Mile	Mileage charge for all repairs from respective District Office to Patrol Yard or site. Various locations throughout District two (2)	\$4.25
021	%	Disc	Odd Size Doors, _____% discount off. Certified parts and certified freight invoice must be provided to requestor. Various locations throughout District two (2)	10%
022	1	EA	Spring bumpers for chain operated low and normal headroom doors. Various locations throughout District two (2)	\$21.00

*** 22 Awarded Items Total ***