



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

**Price Agreement Amendment**

**Awarded Vendor:**  
**5 Vendors**

**Email:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_

Number: **00-80500-19-16804**

Amendment No.: **Two**

Term: **April 14, 2020 - April 13, 2022**

**Ship To:**  
All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public  
bodies allowed by law.

Procurement Specialist: **Raelynn Lujan**

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

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

**Invoice:**  
**As Requested at time of order**

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

**Title: Sign & Pavement Marking Material, Reflective**

**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 April 14, 2021 to April 13, 2022 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*

Date: *2/19/2021*

Mark Hayden, New Mexico State Purchasing Agent

x **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

*MS* *VF*



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

**Price Agreement Amendment**

**5 Awarded Vendors**

Price Agreement Number: 00-80500-19-16804

Price Agreement Amendment No.: One

Term: April 14, 2020 – April 13, 2021

**Ship To:**

All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Raelynn Lujan

Telephone No.: 505-827-0484

Email: raelynn.lujan@state.nm.us

**Invoice:**

As Requested at time of order

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

**Title: Sign & Pavement Marking Material, Reflective**

**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.**

**Revise cover page to address Statewide language and usage for all State Agencies and Local Public Bodies.**

**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 Pauck for*  
New Mexico State Purchasing Agent

Date: 4/23/2020



# State of New Mexico General Services Department

## Price Agreement

**Awarded Vendor:**

**Five Vendors- See page 6 for details**

**Telephone No.:**

Price Agreement Number: **00-80500-19-16804**

Payment Terms: **Net 30**

F.O.B.: **As Requested**

Delivery: **See page 6**

**Ship To:**

**New Mexico Department of Transportation  
Various Locations**

Procurement Specialist: **Raelynn Lujan**

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

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

**Invoice:**

**New Mexico Department of Transportation  
As Requested at Time of Order.**

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

**Title: Sign & Pavement Marking Material, Reflective**

**Term: April 14, 2020 thru April 13, 2021**

**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: 4/14/2020

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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.

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**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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**Awarded Vendors:**

(AA) 0000014891  
3M Company  
3M Center, Bldg. 225-4N-14  
St. Paul, MN 55144  
(800) 553-1380  
tbidgroup@mmm.com

Delivery: 20-30 days after receipt of order

(AB) 0000055974  
Avery Dennison  
7542 N. Natchez Ave  
Niles, IL 60714  
(877) 214-0909  
reflective.bids@averydennison.com

Delivery: 15 Days ARO

(AC) 0000044469  
Ennis-Flint Inc.  
4161 Piedmont Parkway. Ste 370  
Greensboro, NC 27410  
(800) 331-3789  
Contracts@ennisflint.com

Delivery: Seven (7) to Ten (10) Days ARO

(AD) 0000011297  
Highway Supply, LLC  
6221 Chappell Rd N.E.  
Albuquerque, NM 87113  
(505) 345-8295 Ex- 106  
earnijo@highwaysupply.net  
sgarcia@highwaysupply.net

Delivery: As per bid Requirements

(AE) 0000049822  
San Bar Construction Corp.  
9101 Broadway Blvd SE  
Albuquerque, NM 87105  
(505) 452-8000  
larry@sanbarcc.com  
shiela@sanbarcc.com

Delivery: FOB Destination



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**Specifications:**

Establish a statewide Price Agreement for Sign & Pavement Marking Material, Reflective for the New Mexico Department of Transportation (NMDOT). This is a materials only Price Agreement.

All products purchased under this Price Agreement shall meet the specifications as set forth in this Price Agreement, and all applicable New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, special provisions, standard drawings and supplemental specifications (current edition). They are available on the NMDOT website, at the following link:

<http://dot.state.nm.us/content/nmdot/en/Standards.html> and they are available for purchase at the General Office Financial Control Section contact (505) 827-5159.

Vendors are required to ensure that the products used in conjunction with this Price Agreement have been submitted and approved through the NMDOT Product Evaluation Program prior to placement on a project. Any Questions regarding the NMDOT Product Evaluation Program shall be directed to Product Evaluation Coordinator at (505) 819-8513.

**Term of Agreement:**

The term of this Price Agreement is for a period of one year from date of award with an option to extend for a period(s) of three (3) additional years, on a one (1) year basis, by mutual agreement of both parties and the approval of the State Purchasing Director at the same prices, terms and conditions. This Price Agreement shall not exceed four (4) years.

**Tax Note:**

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the invoice at current rates as a separate item to be paid by NMDOT.

**Bidding Information:**

The conditions and specifications set out in the Invitation for Bid are inseparable and indivisible. Any vendor, by submitting a bid, agrees to be bound by all such conditions and specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be submitted 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, in the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

The prices quoted herein represent the total compensation to be paid by the State of New Mexico for goods and/or services provided. It is understood that the party providing said goods and/or services to the State of New Mexico is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this Price Agreement include an amount sufficient to cover such costs. The bidder will bid the amount for the respective item unit prices to a maximum of three (3) decimal places. Truncate additional decimal places in excess of three (3).

The vendor shall be considered an independent contractor and not an employee of the State of New Mexico. The NMDOT shall provide direction regarding the performance required by this Price Agreement.

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**Method of Award:**

Method of award shall be to one or more vendors for each group, but not to exceed three (3) vendors per group. Items shall be awarded to one or more vendors per group as follows:

Items 001 to 017– Sheeting

Items 018 – Pavement Marking Tape

Items 019 to 048 – Pre-formed Pavement Markings

Items 049 to 053 – Pre-formed Thermoplastic Material

Items 054 to 055 – Barrier Delineation

Items 056 to 057 – Reflective Raised Pavement Markers

Items 058 to 087 – Pre-formed, Pre-Patterned Markings, Improved Retro-reflectivity

For a bid to be considered for award to a group, prices must be submitted for all items for that group. Failure to do so will result in the bid being deemed irregular and rejected from consideration for award to that group.

**Utilization of Vendors:**

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

1. The selection of a vendor from a multiple source Price Agreement to provide items shall be based on the purchase order utilizing pricing contained within this Price Agreement.
2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total purchase order costs for each awarded vendor.
3. The vendor selected to perform the work shall be the vendor providing items for the specific purchase order at the lowest overall cost to the NMDOT and able to meet all requirements including delivery schedule. A vendor **not** offering the lowest cost to the NMDOT can be used for the specific purchase order if the vendor providing the lowest overall cost is unable to meet all item and delivery requirements as determined and documented by the District Engineer or their designee. Any changes to the original purchase order will require a modification form signed by the District Engineer or their designee. All supporting documentation shall be maintained in the project file.

**The Vendor Agrees To:**

Indemnify and hold harmless the State of New Mexico, 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, vendor and/or its employees, own negligent act(s) or omission(s) while vendor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this Price Agreement. This hold 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 comp.) and section 56-7-1 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 Price Agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit(s) for wrongful

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death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

**Specifications for Sign and Pavement Marking Material, Reflective:**

Non-reflective sheeting (film) and products must meet all requirements for reflective sheeting except those requirements pertaining to reflectivity.

Service life must be designated in specifications and must be guaranteed by the manufacturer of reflective sheeting or related material.

Ink systems shall be one (1) part UV resistive for all standard color inks. No additional clear coating of signs required. The ink system shall be Non-ISO Cynate. All inks shall be compatible with the NMDOT's silk screen material with One Hundred and Eighty (180) screen mesh. All inks shall be removable with thinners and/or citrus based screen wash. Thinner shall be compatible and capable of removing ink systems provided to the Department. This material (inks & thinners) shall be provided to the NMDOT at no additional cost.

Awarded bidders of any pre-formed tape items shall provide application equipment and necessary technical support to all of the NMDOT six (6) Districts.

Awarded Vendor(s) shall provide technical service support upon request with reasonable notification.

Awarded Vendor(s), upon request must furnish technical literature and product bulletins for all items awarded.

Slip-sheeting paper shall be provided by the Awarded Vendor(s) at no additional cost to the NMDOT.

**Heat Gun Specification:**

The hand held Heat Gun (Item 053) shall be propane fueled and suitable for the application of pre-formed thermoplastic pavement markings on both asphalt and concrete surfaces and shall be UL listed and approved. The length of the heat gun (from air intake to the end of nozzle) must be at least thirty seven inches (37"). The minimum length of hose shall be twenty feet (20') with a three hundred and sixty (360) degree swivel joint, and the minimum width of five inches (5") for the nozzle. The nozzle must be constructed of stainless steel and the gas injection venturi must be made from aluminum or other similar materials. The handle must be made of insulating plastic or similar materials. The maximum weight of the heat gun without the hose and gas cylinder valve shall be four (4) pounds. It must be equipped with a piezoelectric type igniter that is built in and protected by the trigger body of the heat gun. Heat guns ignited by pilot flames, batteries or flint will not be acceptable. No part of the heat gun, including the nozzle shall become warmer than one hundred and twenty five (125) degrees Fahrenheit during a three (3) minute uninterrupted run at maximum power. Gas flow to the nozzle shall cease and flame will extinguish when the heat gun trigger is released. Max fuel consumption during continuous use will be eight (8) pounds/hour. The heat gun shall have an automatic safety shut off valve in case of leakage or breakage of the hose or connectors. The heat gun shall have an adjustable regulator valve. The heat gun must produce a minimum of 200,000 BTU's. The heat gun shall be operated by a "dead man trigger", which when pressed, automatically ignites the heat gun without the use of any pilot flame. The heat gun shall come with a twelve (12) month warranty covering parts and labor.

**Delivery:**

Prices bid under this Price Agreement shall be F.O.B. destination.

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**Method of Measurement and Payment:**

All quantities are to be measured by the District Engineer or their designee and shall be considered final, and all payments shall be made on this basis.

**Payments and Invoicing:**

Within fifteen (15) days after the date the NMDOT receives written notice from the Awarded Bidder that payment is requested for services, construction or items of tangible personal property delivered on site and received, the NMDOT shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the NMDOT finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty days (30) after the date of receipt of written notice from the vendor that payment is requested, provide to the vendor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the vendor may proceed to provide remedial action. Upon certification by the NMDOT that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the vendor 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 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 Vendor at the rate of one and a half (1½) percent per month.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the Department's Secretary or their duly authorized representative. The vendor agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If vendor fails to comply with the workers' compensation act and applicable rules when required to do so the contract may be canceled effective immediately.

**Ship To:**

NMDOT Warehouse, SB-4  
1350 Alta Vista Street  
Santa Fe, NM 87504-1149

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

NMDOT District 2 Store Warehouse  
4505 West Second St.  
Roswell, NM 88202-1457

NMDOT District 3 Store Warehouse  
7500 Pan American Frwy NE  
Albuquerque, NM 87109-1750

NMDOT District 4 Store Warehouse  
28 Bibb Industrial Dr.  
Las Vegas, NM 87701-0030

NMDOT District 5 Store Warehouse  
7315 Cerrillos Rd.,

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Santa Fe, NM 87502-4127

NMDOT District 6 Store Warehouse  
1919 Pinon Drive  
Milan, NM 87021-2159

**Invoice To:**

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

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

New Mexico Department of Transportation  
District Three  
7500 Pan American Frwy NE  
P.O. Box 91750  
Albuquerque, N.M. 87109-1750

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 (87507)  
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

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**Escalation Clause:**

In the event of a product cost increase, an escalation request will be submitted for review to the NMDOT on an individual basis. This measure is not intended to allow any increase in profit margin, but is solely intended to allow compensation for actual cost increases or decreases directly related to bid items.

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

1. Price Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including justification for increase.

The NMDOT upon review of an escalation request may require additional supporting documentation prior to providing a written recommendation to the General Services Department's (GSD), State Purchasing Division. Final determination on the approval or disapproval of the escalation request will be made by GSD's, State Purchasing Division.

**Quantities:**

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

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**Awarded Items:**

Item	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
1	10,000	S.F.	Non-reflective sheeting (Vinyl film) and border material, all standard colors, white and black series.	\$0.72	\$0.56		\$0.50	
2	10,000	S.F.	Acrylic, colored film with pressure sensitive adhesive for application over reflective sheeting. For use in electronic cutting apparatus that require non-punched material, all standard colors, clear and black series.	\$0.65	\$0.67		\$1.35	
3	500	S.F.	Protective overlay film solvent and graffiti resistant transparent film coated with pressure sensitive adhesive, to be compatible with all process inks used in sign sheeting.	\$0.99	\$1.15		\$1.20	
4	500	S.F.	Transparent protective overlay film coated with pressure sensitive adhesive. Resists stains, solvents, graffiti, and stickers. UV resistant with less than 6% reflectivity loss from initial retro-reflectivity values. Compatible with all electronic cut-able film and process inks used in sign sheeting.	\$0.99	\$1.15		\$1.35	
5	10,000	S.F.	Prismatic reflective sheeting and border material ASTM type IV. All standard colors.	\$0.68	\$0.73		\$1.65	
6	10,000	S.F.	Prismatic reflective sheeting and border material ASTM Type VIII, all standard colors.	\$1.50	\$1.19		\$3.00	
7	9,000	S.F.	Prismatic reflective sheeting and border material, fluorescent yellow-green, and yellow ASTM Type VIII.	\$1.50	\$1.22		\$3.00	
8	5,000	S.F.	Prismatic reflective sheeting, fluorescent orange ASTM Type VIII.	\$1.35	\$1.22		\$3.00	
9	10,000	S.F.	Prismatic reflective sheeting and border material, ASTM Type IX (VIP), all standard colors.	\$1.50	\$1.30		\$3.00	
10	9,000	S.F.	Reflective sheeting and border material diamond grade, VIP, fluorescent yellow-green, and yellow. ASTM Type IX.	\$1.50	\$1.30		\$3.00	
11	5,000	S.F.	Reflective sheeting and border material diamond grade, VIP, fluorescent orange. ASTM Type IX.	\$1.60	\$1.30		\$3.00	
12	10,000	S.F.	Prismatic reflective sheeting and border material, ASTM Type XI (DG3), all standard colors.	\$1.60	\$1.71		\$3.00	

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Item	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
13	9,000	S.F.	Reflective sheeting and border material diamond grade, DG3, fluorescent yellow-green, and yellow. ASTM Type XI.	\$1.60	\$1.71		\$3.00	
14	5,000	S.F.	Reflective sheeting and border material diamond grade, DG3, fluorescent orange. ASTM Type XI.	\$1.60	\$1.71		\$3.00	
15	2,000	S.F.	Barricade pre-stripe reflective sheeting white and orange rolls 4in and 6in stripe, left or right, High Intensity prismatic sheeting ASTM Type IV.	\$1.25	\$1.30		\$1.95	
16	30,000	S.F.	Transfer (pre-spacing) tape for use in lifting off legends cut on electronic cutting devices from sheeting backing and onto traffic signs.	\$0.13	\$0.11		\$0.40	
17	1,000	S.F.	Clear Transfer (pre-spacing) tape for use in lifting off legends cut on electronic cutting devices from sheeting backing and onto traffic signs.	\$0.25	\$0.11		\$0.40	
18	200	L.F.	Pavement marking tape, 4 inch temporary removable, detour grade, yellow and white, Type 1.					\$0.75
19	30	Each	Pre-formed pavement markings, retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Straight Arrow.</b>	\$86.066				
20	75	Each	Pre-formed pavement markings, retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Curve right or left arrow</b> (as specified at time of order).	\$119.972				
21	15	Each	Pre-formed pavement markings, retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Only" Legend.</b>	\$192.992				
22	100	Each	Pre-formed pavement markings, retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"School" Legend.</b>	\$333.827				



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Item	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
23	20	Each	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Stop"</b> <b>Legend.</b>	\$239.944				
24	30	Each	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"RR XNG"</b> <b>Legend.</b>	\$439.440				
25	10	Each	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Letter "R"</b> <b>Legend.</b>	\$67.811				
26	10	Each	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Right"</b> <b>Legend.</b>	\$275.000				
27	10	Each	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Left"</b> <b>Legend.</b>	\$239.944				
28	10	Each	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Turn"</b> <b>Legend.</b>	\$239.944				
29	20	Each	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Ahead"</b> <b>Legend.</b>	\$281.675				
30	10	Each	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"PED"</b> <b>Legend.</b>	\$239.944				

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Item	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
31	130	Each	Pre-formed pavement markings, retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"XING"</b> <b>Legend.</b>	\$234.718				
32	10	Each	Pre-formed pavement markings, retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Signal"</b> <b>Legend.</b>	\$281.675				
33	10	Each	Pre-formed pavement markings, retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Exit"</b> <b>Legend.</b>	\$239.944				
34	5	Each	Pre-formed pavement markings, retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"MPH"</b> <b>Legend.</b>	\$239.944				
35	30	Each	Pre-formed pavement markings, retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Numeral 0 to 9</b> (as specified at time of order).	\$75.00				
36	20	Each	Pre-formed pavement markings, retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Elongated straight arrow.</b>	\$239.944				
37	25	Each	Pre-formed pavement markings, retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Elongated arrow right or left</b> (as specified at time of order).	\$208.645				

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Item	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
38	20	Each	Pre-formed pavement markings, retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Fillet right</b> (for elongated combination right arrow) or <b>fillet left</b> (for elongated combination left arrow), as specified at time of order.	\$75.00				
39	10,000	S.F.	Pre-formed pavement markings, retro-reflective, white and yellow, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Roll goods for stop bars, crosswalks, striping tape 60 MIL., etc.</b> (not including primer).	\$2.10				
40	1,000	S.F.	Pre-formed pavement markings, retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Non-standard (custom) legends not referenced in bid</b> (not including primer).	\$2.75				
41	20	Each	Pre-formed pavement markings, retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. "Bike" legend.</b>	\$239.944				
42	20	Each	Pre-formed pavement markings, retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. Bike rider symbol 4'.</b>	\$73.021				
43	20	Each	Pre-formed pavement markings, retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. Bike rider symbol 6'.</b>	\$117.359				

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Item	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
44	20	Each	Pre-formed pavement markings, retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. <b>Bike rider symbol 8'.</b>	\$167.539				
45	20	Each	Pre-formed pavement markings, retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"HWY" legend.</b>	\$239.944				
46	20	Each	Pre-formed pavement markings, retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. <b>6' Bike straight arrow legend.</b>	\$57.375				
47	20	Each	Pre-formed pavement markings, retro-reflective, white, Type1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>RR-Xing kit.</b>	\$500.753				
48	200	Gal	Surface preparation adhesive when required for installation conditions for pre-formed pavement markings, retro-reflective, Type1, with no "surface preparation adhesive" required as per manufacturer's recommendations.	\$35.00				
49	2,000	S.F	Preformed thermoplastic linear material, 125 millimeter thickness. No pre-heating of road surface required.			\$2.48		\$3.95
50	2,000	S.F.	Pre-formed thermoplastic legends; 125 millimeter thickness. No pre-heating of road surface required.			\$5.08		\$7.75
51	2,000	S.F.	Pre-formed thermoplastic linear material 125 millimeter thickness. Pre-heating of road surface required.			\$2.48		\$3.90
52	2,000	S.F.	Pre-formed thermoplastic legends; 125 millimeters thickness. Pre-heating of road surface required.			\$5.08		\$7.60

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Item	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
53	6	Each	Heat gun for applying pre-formed thermoplastic bid items. Vendor to furnish a complete price list for replacement parts.			\$938.20		\$1,095.00
54	8,000	L.F.	Barrier delineation system - retro-reflective sheeting applied to thin gauge aluminum and formed to a unique shape per manufacturers specifications, 4 or 6 inch widths, standard colors.	\$2.87				
55	8,000	L.F.	Barrier delineation system - retro-reflective sheeting applied to thin gauge aluminum and formed to a unique shape per manufacturers specifications, 4 or 6 inch widths, fluorescent colors.	\$3.50				
56	1,000	Each	Reflective raised pavement markers, two-way (colors to be specified at time of ordering).	\$0.78		\$0.80		
57	1,000	Each	Reflective raised pavement markers, one-way (color to be specified at time of ordering).	\$0.78		\$0.80		
58	30	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Straight arrow.</b>	\$140.835				
59	75	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Curve right or curve left arrow.</b>	\$206.030				
60	15	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Only" legend.</b>	\$331.227				
61	100	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"School" legend.</b>	\$542.472				

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Item	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
62	20	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Stop" legend.</b>	\$375.565				
63	30	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>RR Xing kit legend.</b>	\$542.472				
64	10	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Letter "R" legend.</b>	\$99.103				
65	10	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Right" legend.</b>	\$331.227				
66	10	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Left" legend.</b>	\$331.227				
67	10	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Turn" legend.</b>	\$331.227				
68	20	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Ahead" legend.</b>	\$464.235				

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Item	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
69	10	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"PED" legend.</b>	\$500.76				
70	130	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Xing" legend.</b>	\$359.919				
71	10	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Signal" legend.</b>	\$500.76				
72	10	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"Exit" legend.</b>	\$359.919				
73	5	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"MPH" legend.</b>	\$242.923				
74	30	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Numeral 0 to 9 (as specified at time of order).</b>	\$90.00				
75	20	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Elongated straight arrow.</b>	\$284.279				

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Item	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
76	25	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Elongated arrow right or left</b> (as specified at time of order).	\$307.748				
77	20	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Fillet right</b> (for elongated combination each right arrow) or <b>Fillet left</b> (for elongated combination each left arrow), as Specified at time of order.	\$90.00				
78	10,000	S.F.	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, white and yellow, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Roll goods for stop bars, crosswalks, striping tape, etc.</b> (Not including primer).	\$5.00				
79	1,000	S.F.	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>Non-standard (custom) legends not referenced in bid</b> (Not including primer).	\$7.50				
80	20	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. <b>"Bike" legend</b> (Not including primer).	\$318.184				



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Item	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
81	20	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. <b>Bike rider symbol 4'</b> (Not including primer).	\$108.768				
82	20	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. <b>Bike rider symbol 6'</b> (Not including primer).	\$192.930				
83	20	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. <b>Bike rider symbol 8'</b> (Not including primer).	\$232.993				
84	20	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>"HWY" legend</b> (Not including primer).	\$242.923				
85	20	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. <b>6' Bike straight arrow</b> (Not including primer).	\$88.673				

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Item	Approx. Qty.	Unit	Article and Description	Unit Price (AA)	Unit Price (AB)	Unit Price (AC)	Unit Price (AD)	Unit Price (AE)
86	20	Each	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. <b>RR-Xing kit</b> (Not including primer).	\$652.014				
87	200	Gal	Surface preparation adhesive when required for installation conditions for pre-formed pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations.	\$35.00				

\*\*\* 87 Awarded Items Total \*\*\*