



# City of Santa Fe, New Mexico

# memo

**DATE:** January 14, 2014

**TO:** Finance Committee

**FROM:** Robert Rodarte, Officer  
Purchasing Division *RR*  
*1/14/14*

**VIA:** Marcos A. Tapia, Director  
Finance Department *MT*

**ISSUE:** Procurement of LED Traffic Signal Lights:  
State Price Agreements #00-805-00-05920:  
Vendor: Econolite Group Inc.

**SUMMARY:**

The Traffic Engineering Division is requesting approval to purchase additional replacement "LED Traffic Signal Lights, from the aforementioned State Price Agreement in the amount of \$75,105.00. The authorized vendor under this contract is Econolite Group Inc.

**Procurement History:**

Vendor:	Year	Amount
Econolite Group	2013/14	\$ *32,594.91 actual \$107,699.91 (projected)
	2012/13	\$105,783.04 actual
	2011/12	\$ 18,780.77 actual
	2010/11	\$ 11,865.11 actual

\*as of 1/14/2014

The Traffic Engineering Division is also requesting the use of the Price Agreement for smaller purchases that may occur before year ending 6/30/2014.

By City policy, the City can use State or Federal Price Agreements without having to bid the items on its own. By City policy, procurement from State or Federal Price Agreements over \$50,000.00, require City Council approval (City Purchasing Manual Section 11.1).

**ACTION:**

It is requested that this procurement to Econolite Group, from the aforementioned State Price Agreement, in the amount of \$75,105.00 be reviewed, approved and submitted to the City Council for its consideration.

**ACTION SHEET  
ITEM FROM THE  
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING  
OF  
MONDAY, JANUARY 6, 2014**

**ITEM 10**

REQUEST FOR APPROVAL OF THE PROCUREMENT UNDER STATE PRICE AGREEMENT 00-805-00-05920 FOR LED TRAFFIC SIGNAL LIGHTS WITH ECONOLITE CONTROL PRODUCTS IN THE AMOUNT OF \$75,105 (RICK DEVINE)

**PUBLIC WORKS COMMITTEE ACTION:** Approved on consent

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
<b>CHAIRPERSON WURZBURGER</b>			
<b>COUNCILOR CALVERT</b>	<b>X</b>		
<b>COUNCILOR IVES</b>	<b>X</b>		
<b>COUNCILOR RIVERA</b>	<b>X</b>		
<b>COUNCILOR TRUJILLO</b>	<b>Excused</b>		

# City of Santa Fe, New Mexico

# memo

**DATE:** December 13, 2013

**TO:** Public Works Committee

**VIA:**

  
Isaac J Piro, PE Public Works Department Director

John Romero, Traffic Engineering Division Director 

**FROM:** Rick Devine, Engineering Supervisor 

**SUBJECT:** Request purchase of LED Traffic Signal Lights in the amount of \$75,105 using the New Mexico Purchasing Agreement Number 00-805-00-05920

## REQUESTED ACTION

Your consideration and approval of a purchase of "LED traffic signal lights from Econolite Control Products in the amount of \$75,105.00. . Pricing for the above mentioned bulbs is based on a New Mexico State Price Agreement No. 00-805-00-05920 which expires in July, 2014. Please refer to attached quote from the vendor, and the purchase requisition for details.

## BACKGROUND

The City replaced all of the incandescent traffic signal lights with LED (Light Emitting Diode) traffic signal lights in January of 2008. This purchase will be to increase our current stock of LED's for an anticipated increase in burn outs. This purchase amount represents 20% of the total LED's in the field. Please refer to the attached memo for details. There are sufficient funds in business unit 32351.572500.0112900 for this procurement. We therefor respectfully request a purchase of LED traffic signal bulbs in the amount of \$75,105.00.

If you require additional information please advise.

Attachments    Econolite quote  
                      Purchase requisition  
                      New Mexico State Price Agreement 00-805-00-05920  
                      Memo to Traffic Engineering Director, 2010  
                      Current count of LED's



Date: December 11, 2013

To: Santa Fe, City Of Re: LED Replacement

Item #	Part #	Qty	Description	Price per	Extended
1	1422-004	295	12" Red Ball Tinted ITE ( GE )	\$55.00	\$16,225.00
2	1422-005	295	12" Yellow Ball Tinted ITE	\$66.00	\$19,470.00
3	1422-006	295	12" Green Tinted ITE ( GE )	\$66.00	\$19,470.00
4	1423-004	20	12 " Red Arrow Tinted ITE ( GE )	\$51.00	\$1,020.00
5	1423-005	130	12 " Yellow Arrow Tinted ( GE )	\$59.00	\$7,670.00
6	1423-006	125	12" Green Arrow Tinted (GE )	\$90.00	\$11,250.00
SubTotal					\$75,105.00
Shipping & Handling*					
Taxes**					
<b>TOTAL</b>					<b>\$75,105.00</b>

Price Agreement # 00-805-00-05920

Unless specifically requested or noted on this quotation, the product(s) quoted herein may or may not comply with any Buy America requirements

Quote Valid For:  
 FOB: Econolite Factory  
 Terms:

Sal Otero

Delivery: 4 weeks ARO, approved credit terms and submittal approval when applicable

# City of Santa Fe, New Mexico

# memo

DATE: December 16, 2010  
TO: John Romero, Traffic Engineering Director  
FROM: Rick Devine, Engineer Supervisor *RD*  
SUBJECT: LED Traffic Signal – Inventory and LED replacement costs.

All of the City's 116 traffic signals and 50+/- warning beacons are lit with LED's. The City has been installing LED's on all new traffic signals since about 2000. All of the remaining incandescent traffic signals were retrofitted with LED's in the spring of 2008. The cost of the project was about \$523,000. We now have some LED's that are about 8 years old but the majorities are spring of 2008 or newer.

We need to start to consider how we are going budget the maintenance of our LED inventory. The \$523,000 was a onetime project and we currently have not identified a budget for the upcoming LED maintenance. It is hard to say what the maintenance costs per year will be since we still have little maintenance history. We have only had a few bulbs burn out. The warranty period of all of our LED's is 5 years. The majority of our LED's will be out of warranty in the spring of 2013. Attached with this memo is a current inventory of our signal LED's. Also attached is an estimate of replacement costs. We would do the work in house. Costs are for material only. We believe that most of the LED's will last much longer than the warranty period. There are two schools of thought on how the LED's will fail.

1. After 5 years, we will see an extensive burn out. Replace all LED's older than 5 years. Replacement costs for entire inventory would be around \$538000.
2. After 5 years, we will see LED's start to burn out. The City has intersections with LED's that are 8 plus years old. We do not anticipate a mass burnout of LED's. We believe that an annual replacement may peak at around 15 to 20 percent of the total inventory. Around 2013, we should be ready to replace up to 20 percent of our LED inventory yearly. We would need to budget about \$81,000 per year at today's prices. The good news is that LED's are getting less expensive and the prices should go down further.

**RECOMMENDATIONS:** Consider budgeting about \$81,000 per year into an account for Traffic Signal and warning beacon LED maintenance.

City of Santa Fe Traffic Operations

Total Led's

total red balls LED	1465	add 5 section horizontal & vertical + 3 section permisve					
total green balls LED	1465	add 5 section horizontal & vertical + 3 section permisve					
total yellow balls LED	1465	add 5 section horizontal & vertical + 3 section permisve					
total green arrows LED	618	add 5 sections plus 4section + 3 section protected					
total yellow arrows LED	642	add 5 sections plus 4section + 3 section protected					
total red arrows LED	100	add 4 section + 3 section protected					
total peds	836						

Total LED's 12" Dia 5755

CALCULATE 20% OF TOTALS

USE

total red balls LED	293	295
total green balls LED	293	295
total yellow balls LED	293	295
total green arrows LED	123.6	125
total yellow arrows LED	128.4	130
total red arrows LED	20	20



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

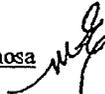
Awarded Vendor  
(AC)0000088694  
Leotek Electronics USA  
726 South Hillview Drive  
Milpitas, CA 95035  
  
Telephone No. (408)380-1788

Price Agreement Number: 00-805-00-05920

Price Agreement Amendment No.: Five

Term: July 26, 2010 – July 25, 2013

Ship To:  
New Mexico Department of Transportation  
(as requested)

Procurement Specialist: Mona Espinosa 

Telephone No.: (505) 827-0218

Invoice:  
New Mexico Department of Transportation  
(as requested)

For questions regarding this Price Agreement please contact:  
  
Carmella Romero (505)827-5136

Title: Traffic Signal Equipment & Supplies

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.

Change vendor address from: 1330 Memorex Dr.      to: 726 South Hillview Drive  
Santa Clara, CA 95050      Milpitas, CA 95035

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

\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 7/31/12



State of New Mexico  
General Services Department  
Purchasing Division

GSD/PD (Rev. 01/11)

13 JUL 26 PM 3:47

Price Agreement Amendment

Awarded Vendor  
7 Vendors  
  
Telephone No. \_\_\_\_\_

Price Agreement Number: 00-805-00-05920

Price Agreement Amendment No.: Six

Term: July 26, 2010 – July 25, 2014

Ship To:  
New Mexico Department of Transportation  
Various Locations  
  
Invoice:  
New Mexico Department of Transportation  
P.o. Box 1149  
Santa Fe, NM 87504-1149  
  
For questions regarding this Price Agreement please contact:  
James Ortega (505)827-5135

Procurement Specialist: Mona Espinosa *[Signature]*

Telephone No.: (505) 827-0218

Title: Traffic Signal Equipment & Supplies

This Price Agreement 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 July 26, 2013 to July 25, 2014 at the same price, terms and conditions.

Vendors are: Consolidated Traffic Controls, Inc., Econolite Control Products, Inc., Leotek Electronics USA, Phoenix Highway Products, Inc., Tesco Controls, Inc., Traffic Parts, Inc. and Traffic Signal Controls.

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

*[Signature]*

\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 7/16/13

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

ME



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

Awarded Vendor  
0000068364  
Tesco Controls, Inc.  
P.O. Box 299007  
8440 Florin Road  
Sacramento, CA 95829-9007  
  
Telephone No. (916) 395-8800

Price Agreement Number: 00-805-00-05920

Price Agreement Amendment No.: Three

Term: July 26, 2010 - 07/25/2012

Ship To:  
New Mexico Department of Transportation  
Various Locations  
  
Invoice:  
New Mexico Deptment of Transportation  
P.O. Box 1149  
Santa Fe, New Mexico 87504-1149  
  
For questions regarding this Price Agreement please contact:  
Marcos Lopez (505) 827-3209

Procurement Specialist: Brenda Chacon

Telephone No.: (505) 827-0488

Title: Traffic Signal Equipment & Supplies

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.

Change vendor address from: 3409 52<sup>nd</sup> Avenue  
Sacramento, CA 95823 to: P.O. Box 299007  
8440 Florin Road  
Sacramento, CA 95829

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

New Mexico State Purchasing Agent

Date: 09/29/2011

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

bc



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

**Awarded Vendor**  
7 Vendors

Telephone No. \_\_\_\_\_

Price Agreement Number: 00-805-00-05920

Price Agreement Amendment No.: Four

Term: July 26, 2010 – July 25, 2013

**Ship To:**  
New Mexico Department of Transportation  
(as requested)

**Invoice:**  
New Mexico Department of Transportation  
(as requested)

For questions regarding this Price Agreement please contact:  
Carmella Romero (505)827-5136

Procurement Specialist: Mona Espinosa 

Telephone No.: (505)827-0218

**Title:** Traffic Signal Equipment & Supplies

This Price Agreement 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 July 26, 2012 to July 25, 2013 at the same price, terms and conditions.

Vendors are: Consolidated Traffic Controls, Inc., Econolite Control Products, Inc., Leotek Electronics USA, Phoenix Highway Products, Inc., Tesco Controls, Inc., Traffic Parts, Inc. and Traffic Signal Controls.

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

  
\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 07/19/12

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

*nm*  
ME





State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

**Awarded Vendor**  
7 Vendors

Telephone No. \_\_\_\_\_

Price Agreement Number: 00-805-00-05920

Price Agreement Amendment No.: Two

Term: July 26, 2010 - July 25, 2012

**Ship To:**  
New Mexico Department of Transportation  
Various Locations

**Invoice:**  
New Mexico Department of Transportation  
P.o. Box 1149  
Santa Fe, NM 87504-1149

For questions regarding this Price Agreement please contact:  
Marcos Lopez (505) 827-3209

Procurement Specialist: Brenda Chacon

Telephone No.: (505) 827-0488

*bc*

**Title: Traffic Signal Equipment & Supplies**

This Price Agreement 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 July 26, 2011 to July 25, 2012 at the same price, terms and conditions.

Exclude Western Signal from this extension.

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

  
\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 6/23/2011

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

*bc*

**State of New Mexico General Services Department Purchasing Division****TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED**

1. **General:** When the State Purchasing Agent 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 variations have 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 there under, 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's office. 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 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 non-conformance 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 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, and that the rights 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 shipment not accompanied by a packing ticket.
  - B. The Vendor's invoice shall be submitted in triplicate, 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.



STATE OF NEW MEXICO  
GENERAL SERVICES DEPARTMENT

Price Agreement  
Award

Price Agreement Number: 00-805-00-05920

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See page 8

Procurement Specialist: Brenda Chacon

Telephone No.: (505) 827-0488

Awarded Vendor  
8 Vendors – See page 8

Telephone No. \_\_\_\_\_

Ship To:  
New Mexico Department of Transportation  
Various Locations

Invoice:  
New Mexico Department of Transportation  
PO Box 1149  
Santa Fe, NM 87504-1149

For questions regarding this contract please contact:  
Marcos Lopez (505) 827-3209

Commodity: **Traffic Signal Equipment & Supplies**

Term: **July 26, 2010 thru July 25, 2011**

This Contract is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Contract.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 7/21/10

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

## IMPLEMENTATION GUIDANCE

### EXECUTIVE ORDER 2007-049, Revision 1 December 24, 2007

#### I. SCOPE

This implementation guidance applies to Executive Order 2007-049 (hereafter "the Executive Order") and applies to all Invitation to Bid (ITB) and Request for Proposal (RFP) based procurements conducted by Executive Branch Agencies for which the ITB or RFP is made available to the general public ("solicited"), through any means, after January 1, 2008.

#### II. DEFINITIONS

The following definitions apply to the language contained in the Executive Order.

"Contract" means any agreement for the procurement of items of tangible personal property, services or construction derived from an ITB or RFP.

"Contractor" means an employer contracting with the State of New Mexico, which employer has, had, or anticipates having six (6) or more employees who worked, are working, or are expected to work an average of at least twenty hours per week over a six-month period, with said six month period being at any time during the year prior to seeking the contract(s) with the State, or any time during the term of the contract(s) with the State;

"Employer" means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a "New Mexico Employee". (See below.) Such definition does not include governmental entities.

"Expected Annual Value" means the amount of money that a Contractor can reasonably expect to be paid through the provision of services or goods made pursuant to a contract with the State of New Mexico. Such reasonable expectation shall be based upon, in order of preference, 1) the face value of a contract if such value exists; 2) projections made by the State based on historical data if such data exists; or 3) best estimates made by the State. In the case of a projection or best estimate, the State's projection or best estimate shall be final and accepted by the Contractor.

"Incremental Plan" means the phased in requirements set forth in the Executive Order.

"New Mexico Employee" means any resident of the State of New Mexico, performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer's office or offices.

"Offer" means to make available to all New Mexico employees, 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 the Executive Order. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

"Solicited and Awarded" means an ITB or RFP was made available to the general public, through any means, after January 1, 2008 AND the contract(s) sought as a result of that solicitation was/were awarded after January 1, 2008.

"Solicitations" means ITBs and RFPs.

#### III. SOLICITATION REQUIREMENTS

All Invitations to Bid and Requests for Proposals made available to the public through any means after January 1, 2008 must contain the following language:

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 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.
13. **Non-discrimination:** 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 13-1-99 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. 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 13-14158 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. **Attention:** Failure to complete all information on the bid envelope might necessitate the premature opening of the bid in order to identify the bid file. The bid number should be identified on the outside of the bid envelope.

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Contractor agrees to maintain a record of the number of 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.

3. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

5. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), or any other contract that does not contain a specific face value, the Contractor agrees the State's projection or best estimate shall be final and accepted by the Contractor.

#### **V. EFFECTIVE DATE**

This Implementation Guidance shall be effective December 1, 2007.

1. For all contracts solicited and awarded on or after January 1, 2008: If the offeror 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, offeror must agree to:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or

(c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

2. Offeror must agree to maintain a record of the number of 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.

3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

5. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), or any other contract that does not contain a specific face value, the Expected Annual Value shall be established by the State based on either projections made by the State based on historical data if such data exists or best estimates made by the State. In the case of such a projection or best estimate, the State's projection or best estimate shall be final and accepted by the Contractor.

#### IV. CONTRACT REQUIREMENTS

All contracts awarded as a result of any Invitations to Bid or Requests for Proposals made available to the public through any means after January 1, 2008, and awarded after January 1, 2008, must contain the following language, renumbered as may be appropriate:

"New Mexico Employees Health Coverage"

1. 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:

(a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

STATE OF NEW MEXICO  
 GENERAL SERVICES DEPARTMENT  
 PURCHASING DIVISION  
 PRICE AGREEMENT #: 00-805-00-05920

PAGE -8

ITEM * APPROX * UNIT *	ARTICLE AND DESCRIPTION	* UNIT PRICE
* QTY *		

(AA) 0000044213  
 Consolidated Traffic Controls, Inc.  
 P.O Box 151837  
 Arlington, Texas 76015  
 817-265-3421

Payment Terms: 30 Days Net  
 FOB: Destination  
 Delivery: 30-45 Days ARO

(AB) 0000056102  
 Econolite Control Products, Inc.  
 811 St. Michaels Dr. #102  
 Santa Fe, NM 87505  
 505-989-3949

Payment Terms: Net 30 days  
 FOB: Destination  
 Delivery: 30-90 days  
 Catalog attached

(AC) 0000088694  
 Leotek Electronics USA  
 1330 Memorex Dr.  
 Santa Clara, CA 95050  
 602-538-7194

Payment Terms: Net 30  
 FOB: Destination  
 Delivery: 30-45 days  
 Catalog attached

(AD) 0000054896  
 Phoenix Highway Products, Inc.  
 2631 N. 37th Dr.  
 Phoenix, AZ 85009  
 602-344-7770

Payment Terms: Net 30  
 FOB: Destination  
 Delivery: 4-6 weeks except Traffic Cabinet 9-11 weeks  
 Catalog attached

(AE) 0000068364  
 Tesco Controls, Inc.  
 3409 52nd Avenue  
 Sacramento, CA 95823  
 916-395-8800

Payment Terms: Net 30  
 FOB: Destination  
 Delivery: 4 weeks after receipt of order  
 Catalog attached

(AF) 0000044716  
 Traffic Parts, Inc  
 P.O. Box 837  
 Spring, TX 77383  
 800-345-6329

Payment Terms: Net 30  
 FOB: Destination  
 Delivery: stk-75 Days ARO  
 Catalog attached

(AG) 0000045420  
 Traffic Signal Controls  
 255 Weaver Park Road  
 Long, CO 80504  
 303-772-2787

Payment Terms: Net 30  
 FOB: Destination  
 Delivery: Stock to 30 Days  
 Catalog attached

(AH) 0000068143  
 Western Signal  
 7245 Gilpin Way Suite 130  
 Denver, CO 80229  
 303-462-2530

Payment Terms: Net 30  
 FOB: Destination  
 Delivery: Best way F.O.B.

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

**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 item 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 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.

**ARTICLE V – TERMINATION**

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination OF THE Price Agreement **SHALL NOT AFFECT ANY OUTSTANDING ORDERS**.

**ARTICLE VI – AMENDMENT**

This Price Agreement may be amended by mutual agreement of the NM State purchasing Agent 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 NM State Purchasing Agent. Amendments affecting price adjustments and/or extension of contract expiration of contract are not allowed unless specifically provided for in the bid and contract documents.

**ARTICLE VII – ISSUANCE OR ORDERS**

Only written signed orders are valid under this Price Agreement. Form SPD-001A is the approved form for state agencies issuing Contract orders under this Price Agreement. Other authorized government entities may utilize Form SPD-001A or forms adapted by them for their own use.

**ARTIUCLE 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 #: 00-805-00-05920

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ITEM	* APPROX *	UNIT *	ARTICLE AND DESCRIPTION	* UNIT PRICE
	* QTY *			

Note: "See Attached Price List" will not be accepted. A percent off listed items must be identified on each item being bid, where requested.

**Vendors must submit pricing on Attachment A. If bidding Brand name, vendor must provide pricing for the entire item group to be a responsible bidder. Attachment A is for evaluation purposes only and will not become part of the award.**

**Invoicing and Payment**

Bid prices shall not include NM State Gross Receipts or Local Option Tax. Taxes shall be added at time of invoice at current rates as a separate item to be paid by users.

The Traffic Services Engineer shall have the right and authority to reject materials supplied by the vendor. Materials may be rejected for failure to meet specifications or to perform satisfactorily upon application, or for failure to be delivered at the time specified. Material that is rejected shall not be paid for, the State, the Department, its Agents or Employees shall not be liable to the vendor in any way for any damages of any nature whatsoever resulting from the rejection of the materials. When materials are rejected, the vendor shall be informed of the reason for the rejection in writing as soon as practical after the rejection. The vendor agrees to indemnify the state for any and all losses incurred due to delay in shipment or rejection of material.

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ITEM * APPROX * UNIT *	ARTICLE AND DESCRIPTION	UNIT PRICE
* QTY *		

**Traffic Signal Equipment and Supplies**

To establish a Price Agreement for Equipment for Traffic Signal Repair, Replacement Parts, Upgrade Components and other Traffic Signal Equipment and Supplies.

**Term**

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period (s) 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 Director at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

**Contact**

Questions regarding this Price Agreement shall be directed to NMDOT Traffic Engineer, Dee Beingessner, at (505) 827-0192.

**Specifications**

All bid items and materials shall meet (or exceed) the NMDOT Standard Specifications for Highway and Bridge Construction current edition, plus any Supplemental or Standard Specifications established by NMDOT. To request a copy of these specifications, bidders may contact Anita Aldeis at (505) 827-5209.

All items provided under this Price Agreement must comply with all applicable requirements of the Manual on Uniform Traffic Control Devices (MUTCD) current edition. If the vendor's product does not operate satisfactorily in accordance with the specifications, the Department reserves the right to cancel the Price Agreement and award to the next lowest bid.

**Quantities**

New Mexico Department of Transportation and using agencies reserves the right to place periodic orders from a variety of vendors for all such items and quantities as may be required, dependent upon its needs.

Quotations may occasionally be requested by using agency for Pre-Assembled Components, Equipment or for large quantity orders to meet specified requirements. Such quotations must not exceed discounted contract prices for included items.

**Method of Award**

Award will be made on an item-by-item basis, based upon the recommendation of the New Mexico Department of Transportation, Traffic Services Engineer. Multiple awards will be made on all items in this Price Agreement when multiple bids are received and accepted.

Awarded vendor must submit full product line parts and price list to using agency upon request.

All shipments to be prepaid freight FOB Destination. Freight and applicable taxes to be included in all price list amounts unless otherwise specified by NMDOT in this Invitation to Bid.

STATE OF NEW MEXICO  
 GENERAL SERVICES DEPARTMENT  
 PURCHASING DIVISION  
 PRICE AGREEMENT #: 00-805-00-05920

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ITEM * APPROX * UNIT *	ARTICLE AND DESCRIPTION	UNIT PRICE	
* QTY *			
018	Ea	Traffic Signal Electrical Supplies, Components, Hardware, Cable, Testing Devices, Pull Boxes and PVC Conduit	(AC) (AG)
		Percent Discount on Catalog/Price List	10% 3% off line

\*\*\*18 Items Total\*\*\*

STATE OF NEW MEXICO  
 GENERAL SERVICES DEPARTMENT  
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 PRICE AGREEMENT #: 00-805-00-05920.

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ITEM	* APPROX * * QTY *	UNIT *	ARTICLE AND DESCRIPTION	* *	UNIT PRICE
001		Ea	Traffic Signal Equipment, parts and supplies, Discount(s) listed from current Econolite Traffic Electronics Price List		(AB)
			Percent Discount on Catalog/Price List		0%
002		Ea	Traffic Signal Equipment, parts and supplies, Discount(s) listed from current Peek Traffic Systems Traffic Electronics Price List		(AA)
			Percent Discount on Catalog/Price List		20%
003		Ea	Traffic Signal Equipment, parts and supplies, Discount(s) listed from current Phoenix Highway Products Traffic Electronics Price List		(AD)
			Percent Discount on Catalog/Price List		5-10%
006		Ea	Traffic Signal Equipment, parts and supplies, Discount(s) listed from current Western Signal Inc. Traffic Electronics Price List		(AH)
			Percent Discount on Catalog/Price List		3%
007		Ea	Traffic Signal Equipment, parts and supplies, Discount(s) listed from current Traffic Parts, Inc., Traffic Electronics Price List		(AF)
			Percent Discount on Catalog/Price List		15%
012		Ea	Traffic Signal Equipment, parts and supplies, Discount(s) listed from current Pelco Products Traffic Electronics Price List		(AH)
			Percent Discount on Catalog/Price List		3%
013		Ea	Traffic Signal Equipment Parts and Supplies Discount(s) listed from current Consolidated Traffic Controls Price List		(AA) (AH)
			Percent Discount on Catalog/Price List		0% 3%
015		Ea	Traffic Signal Equipment Parts and Supplies Discount(s) listed from current TESCO Controls Inc. Price List		(AE)
			Percent Discount on Catalog/Price List		10%