State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment

Awarded Vendor:  
5 Vendors (see page 14)

Email: 
Telephone No.: _____

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

Invoice:  
As Requested

Price Agreement Number: **60-000-16-00048**

Price Agreement Amendment No.: **Four**

Term: **May 20, 2016 – May 19, 2020**

Procurement Specialist: **Clarke J. Fountain**

Telephone No.: **(505) 827-0487**

Email: **Clarke.J.Fountain@state.nm.us**

Title: **Communications Site Construction and Upgrade**

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 May 20, 2019 to May 19, 2020 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

[Signature]

Mark Hayden, New Mexico State Purchasing Agent

Date: **05/15/19**
State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor  
5 Vendors (See Page 14)

Price Agreement Number: 60-000-16-00048

Price Agreement Amendment No.: Three

Term: May 20, 2016 – May 19, 2019

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

Invoice: As Requested

Procurement Specialist: Mark Lujan

Telephone No.: (505) 827-0564

Title: Communications Site Construction and Upgrade

This Price Agreement Amendment is to be attached to the respective Price Agreement and become apart thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from May 20, 2018 to May 19, 2019 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

[Signature]

New Mexico State Purchasing Agent

Date: 05/24/2018

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

MJJ
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
5 Vendors (see page 14)

Price Agreement Number: 60-000-16-00048
Price Agreement Amendment No.: Two
Term: May 20, 2016 – May 19, 2018

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

Procurement Specialist: Clarke J. Fountain
Telephone No.: (505) 827-1935

Invoice:
As Requested

Title: Communications Site Construction and Upgrade

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 May 20, 2017 to May 19, 2018 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

Date: April 13, 2017

New Mexico State Purchasing Agent

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472 CF
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
5 Vendors (See Page 14)

Price Agreement Number: 60-000-16-00048
Price Agreement Amendment No.: Three
Term: May 20, 2016 -- May 19, 2019

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

Procurement Specialist: Mark Lujan
Telephone No.: (505) 827-0564

Invoice: As Requested

Title: Communications Site Construction and Upgrade

This Price Agreement Amendment is to be attached to the respective Price Agreement and become apart thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from May 20, 2018 to May 19, 2019 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

Date: 05/24/2018

New Mexico State Purchasing Agent

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
MJL
State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
5 Vendors (see page 14)

Telephone No. ______

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

Invoice:
As Requested

Price Agreement Number: 60-000-16-00048
Price Agreement Amendment No.: One
Term: May 20, 2016 – May 19, 2017

Procurement Specialist: Clarke J. Fountain
Telephone No.: (505) 827-1935

Title: Communications Site Construction and Upgrade

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:
The SHARE number previously listed for Advanced Tower Services, Inc. should be amended to 0000053740.

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: May 23, 2016

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
CF
State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendors:
5 Vendors (see page 14)

Telephone No. ___

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

Invoice:
As Requested

Price Agreement Number: 60-000-16-00048
Payment Terms: Net 30
F.O.B.: Destination
Delivery: As Requested

Procurement Specialist: Clarke J. Fountain
Telephone No.: (505) 827 1935

Title: Communications Site Construction and Upgrade

Term: May 20, 2016 – May 19, 2017

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 05/20/2016

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
Terms and Conditions
(Unless otherwise specified)

1. General: When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. Variation in Quantity: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. Assignment:
   a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
   b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. State Furnished Property: State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. Discounts: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.

6. Inspection: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. Inspection of Plant: The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. Commercial Warranty: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

9. Taxes: The unit price shall exclude all state taxes.

10. Packing, Shipping and Invoicing:
   a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
   b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
   c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. Default: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if
failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.


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 ensure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.
New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: http://www.insurenewmexico.state.nm.us/.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) “New Mexico Employee” means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee’s work for Contractor within the State of New Mexico, regardless of the location of Contractor’s office or offices; and

(2) “offer” means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as Insure New Mexico!

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website: http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx
State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-000-16-00048

Statewide Price Agreement

Article I - Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law 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 as 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 the New Mexico State Purchasing Agent, his/her designee 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.

Article II - Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the 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 following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the 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 or his/her designee must be notified.

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 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 in the bid and price agreement specifications.

Article VII - Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor’s, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

**Article VIII – Issuance or Orders**
Only written signed orders are valid under this Price Agreement.

**Article IX – Packing (if applicable)**
Packing shall be in conformance with standard commercial practices.

**Article X – Price Schedule**
Prices as listed in the price schedule hereto attached are firm.
The Department of Information Technology Infrastructure Voice and Radio Division of the State of New Mexico is requesting bids for Communications Site Construction and Upgrade at various locations throughout the State of New Mexico. Some site locations are in remote areas requiring specialized equipment for access and construction. Many sites are in areas with restricted access, either on federal or private land.

The term of this agreement shall be for a period of one year (1 year) with the option to extend for (3) three 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.

This Price Agreement is to allow all State of New Mexico Agencies, Commissions, Institutions, Political, Sub-divisions and Local Public Bodies allowed by law to utilize this agreement.

GENERAL
The user agency intends to award this project to the lowest responsible bidder. The user agency reserves the right to reject any and all bids, to waive technical irregularities, and to award the Price Agreement to the bidder(s) whose bid it deems to be in the best interest of the State of New Mexico.

The State of New Mexico reserves the right to cancel this invitation to bid at any time and to reject any or all bids submitted, if such action is in the best interest of the State.

Pursuant to the Procurement Code, the State reserves the right to issue multiple awards to better service the entire State of New Mexico.

WARRANTY
The warranty for all labor and materials supplied by the contractor shall be a minimum of one (1) year.

PROCUREMENT MANAGER
The Department of Information Technology has designated a Procurement Manager who is responsible for the conduct of this procurement and whose name is listed below:

Vincent D. Bradley
Law Enforcement Complex
4491 S. Cerrillos Road
Santa Fe, New Mexico 87507
(505) 231-8989 office
(505) 827-9349 fax
Vince.bradley@state.nm.us

Prospective bidders may contact only the procurement manager regarding the procurement. Other State employees do not have the authority to respond in behalf of the Infrastructure Voice and Radio Division.

SPECIFICATIONS (MINIMUM)
Site construction or upgrade may include but is not limited to the following tasks:

- Earthwork and site prep
- Concrete forming and casting
- Hauling heavy loads such as shelters, towers and construction materials
- Access road improvement or construction
- Tower erection
- Antenna and transmission line installation and testing
- Shelter installation
- Grounding system installation
- Electrical service installation
- Communications equipment installation

Bidders may be required to provide, upon request, three (3) valid, written client references from the clients who received similar services.
Contractors may utilize subcontractors for various portions of the required work. Specialized equipment or machinery may be rented if necessary. Bidders should list in-house resources and tasks to be subcontracted. All work performed either in-house or by subcontractor is the sole responsibility of the awarded contractor.

In all cases the successful bidders will be solely responsible for the proper completion of work and a company foreman must be present at all times to direct the work of any and all subcontractors.

All work is to be completed by a fully qualified and licensed (in the State of New Mexico) professional.

Contractor shall be responsible for the physical security of his own property and that of the State of New Mexico, which is in the contractor's custody.

Contractor must adhere to the public works minimum wage act. A wage rate decision is included for bidding purposes and will be updated as necessary.

Contractors will provide at the time of award a schedule for construction. Updates to this schedule will be forwarded to the State project manager on no less than a weekly basis.

Contractor must be able to supply all materials and labor to complete a project. The Communication Division, at the State of New Mexico's discretion, may supply some materials for any given project.

After work is complete contractor will be available at job site for final inspection by State representative and/or engineer of record. Contractor shall be prepared to demonstrate and document the quality, completeness of construction prior to acceptance by the State of New Mexico. This demonstration and documentation may include but is not limited to the following:

- Inspection and sign-off by engineer of record
- Inspection and sign-off by State Construction Industries Division or other governing body
- Inspection and start-up by factory representatives
- Submittal and review of red-lined construction drawings
- Testing by independent labs
- Submittal of all test reports to the State of New Mexico

Contractor Note:

No person shall act as a contractor without a license issued by the Construction Industries Division classified to cover the type of work to be undertaken. No bid on a Contract shall be submitted unless the Contractor has a valid License issued by the Construction Industries Division to bid and perform the type of work to be undertaken, 60-13-12, NMSA 1978.

Contractors License No. __________________________

All work must be completed in compliance with the current uniform building code.

Insurance:

The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. The Contractor agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.

Contractor shall indemnify and hold harmless the State, its officers and employees against liability claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by or resulting from the Contractor's and/or its employees, own negligent act(s) or omissions while the Contractor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this Price Agreement. This "save harmless and indemnification" clause is subject to the immunities, provisions and limitations of the Tort Claims At (41-4-1, et seq., N.M.S.A. 1978 comp), Section 57-7-1 N.M.S.A 1978 comp. and any amendments thereto.
It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions 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 death(s), bodily and/or personal injury(ies) to person(s), damages to property(ies) and/or any other claim(s) whatsoever, pursuant to the provisions of this Price Agreement.

Contractor may be required to purchase Bonding, including but not limited to material and labor bonds, performance bonds, bid bonds and builder’s risk bonds.

Contractor may be required to provide proof of insurance including but not limited to comprehensive general liability, personal injury, owner’s protective liability, comprehensive automobile liability and workman’s compensation.

Contractor shall be responsible for the safety of his employees, subcontractors and all visitors to the construction site.

Contractor will be responsible for obtaining any permits, inspections, certifications, bonding, licensing and training which may be required to complete construction.

Contractor shall be bonded, insured and licensed in the state of New Mexico to perform any tasks bid.

A 100% performance bond and a 100% payment and material bond executed by a surety company authorized to do business in the State of New Mexico will be required of the successful bidder(s) prior to each project over $60,000.00. Said bonds must be provided to the requesting agency and are to be filed with the agencies purchasing office. Failure to comply shall result in order being issued to another vendor and difference being charged back to the awarded contractor(s).

Item One (1)

MANDATORY SPECIFICATIONS:

By submitting bid vendor agrees to the following terms and conditions:

1. Reporting Requirements.

   A. If any part of this Agreement is funded pursuant to the American Recovery and Reinvestment Act ("ARRA"), Contractor agrees to abide by the reporting requirements of that Act, as amended. Receipt of funds pursuant to ARRA is expressly contingent upon Contractor’s agreement that it will fully comply with the reporting requirements specified by the Act. These reporting requirements shall include, but not necessarily be limited to, the following, as applicable:

   a) Contractor shall report information required by the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282), as that law may be amended or renumbered.
      a. The name of the entity receiving the award.
      b. The amount of the award.
      c. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source, and an award title descriptive of the purpose of each funding action.
      d. The location of the entity receiving the award and the primary location of the performance under the award, including the city, State, congressional district, and country.
      e. A unique identifier of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity.
      f. Any other relevant information specified by the Office of Management and Budget.

   b) Contractor will acquire or update their DUNS number and register with the Central Contractor Registration, if applicable.

   c) Contractor shall report information responsive to ARRA Section 1512 as identified in that Section, and as that Section may be amended or renumbered, and in Federal Office of Management and Budget (“OMB”) memoranda and supplements addressing Section 1512 reporting, as amended or renumbered. Reported information will include:

      a) Data elements specific to vendor reporting.
         i. Award Number – Prime Recipient Vendor
         ii. Subaward Number – Sub-recipient Vendor
         iii. Vendor DUNS Number
         iv. Vendor HQ Zip Code + 4
State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-000-16-00048  

v. Vendor Name  
vi. Product and Service Description  
vii. Payment Amount  
b) Data elements for which the prime recipient or sub-recipient is responsible, but which are generated by the vendor, including, but not limited to: project status, jobs creation, and number of jobs.  
c) Data on number of jobs will comply with OMB Memorandum M-09-21 description of a mathematical formula to calculate Full Time Equivalence (FTE) for jobs created and retained, at page 35, and as that memorandum may be amended, supplemented, or replaced by OMB.  
d) If applicable, pursuant to ARRA Division B, Title VII, or pursuant to OMB Guidelines, memoranda or other directives, Contractor will report the names and compensation of the five most highly compensated officers of the Contractor.  
e) Contractor shall report the names and compensation of the five most highly compensated officers of the Contractor.  
f) Contractor will meet all reporting deadlines established by the Agency to ensure compliance with ARRA-mandated reporting requirements.  
g) In the event that additional data reporting is imposed on the Agency by federal law or by an appropriate federal agency subsequent to the execution of this Agreement, Contractor agrees to fully comply with any and all additional reporting requirements as directed by the Agency.  

B. Contractor shall also be fully responsible for complying with any reporting requirements which apply to any subcontracts awarded pursuant to this Agreement and in accordance with Section 8 of this Agreement regarding subcontracting, such reporting to comply with ARRA and/or the Federal Funding Accountability and Transparency Act (P.L. 109-282), as those laws may be amended or renumbered. Contractor shall be responsible for ensuring that all required subcontractor reporting is completed in a timely and accurate manner.  

1) The data elements required for compliance shall include, but not necessarily be limited to, the following, as applicable:  
a. Specific data elements identified by OMB for vendor reporting.  
b. Any other information specified by OMB or the funding federal agency, if applicable.  
c. The number of jobs created and retained by the project or activity, with a narrative description of the types of jobs.  
   Data on number of jobs will comply with OMB M-09-21 description of a mathematical formula to calculate Full Time Equivalence (FTE), as that memorandum may be amended or supplemented by OMB.  
2) At the direction of the Agency, subcontractor will use any automated data system identified by the Agency to track ARRA funds, jobs created or retained, or any other ARRA mandated reporting requirements.  
3) ARRA Funds may be used in conjunction with other funds to perform the Scope of Work under this Agreement, but tracking and reporting must be done separately to meet the reporting requirements of ARRA and the OMB Guidance.  
4) Contractor agrees that it will include in any subcontract agreement subject to these requirements, an affirmative obligation upon any subcontractor to collect, maintain and timely provide any and all information subject to the reporting requirements specified herein and a specific authorization for the release of this information directly to the Agency upon the Agency's request.  

2. Additional Audit Requirements.  

A. If any part of this Agreement is funded pursuant to the ARRA, Contractor agrees to abide by the following:  

1) Allow access by any appropriate Federal entity, including an inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) to examine any records of the Contractor and any subcontractor pursuant to this original Agreement that pertain to, and involve transactions relating to, this Agreement or any subcontract pursuant to this Agreement; and  
2) To allow any appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 to interview any officer or employee of the Contractor or any subcontractor pursuant to this original Agreement regarding such transactions.  
3) Nothing in this Section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.  

B. If any part of this Agreement is funded pursuant to the ARRA, Contractor agrees to abide by the following:
1) Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the Contractor or any of Contractor’s subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
2) Allow the Comptroller General and his representatives to interview any officer or employee of the Contractor or any of Contractor’s subcontractors, or of any State or local government agency administering the contract, regarding such transactions.
3) Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

C. If any part of this Agreement is funded pursuant to ARRA, Contractor agrees to maintain documentation and records that support all information submitted to the Agency for Federal Reporting purposes.

D. Contractor agrees that it will include in any subcontract agreement an affirmative obligation upon any subcontractor to comply with and submit to all of the additional audit requirements specified herein.

3. Additional ARRA Requirements.

A. The Agency and Contractor hereby acknowledge that any funding provided pursuant to ARRA is one-time funding which shall be limited to the specific purposes and deliverables specified herein.

B. Whistleblower Protections of Employees Under ARRA

1) Contractor will comply with Section 1553 of the ARRA regarding Whistleblower protections, as that section may be amended or renumbered.
2) Any employer, including Contractor, receiving funds pursuant to ARRA shall post notice of the rights and remedies provided under this section. The notice of rights shall be the same as or equivalent to the example notice set forth in Attachment 2.
3) Contractor agrees that it will include in any subcontract agreement an affirmative obligation upon any subcontractor to comply with the whistleblower protection provisions specified herein.

C. Buy American Provisions

1) If applicable, Contractor will comply with Division A, Section 1605 of ARRA regarding Buy American Provisions, regarding use of American iron, steel, and manufactured goods, as that section may be amended or renumbered.
2) If applicable, Contractor is responsible for advising any subcontractor of this requirement.
3) In accordance with Section 1605 of the Recovery Act, the Secretary of Commerce has granted a limited waiver of the Recovery Act’s Buy American requirements with respect to certain broadband equipment that will be used in projects funded under the BTOP to include the following:
   - Broadband Switching Equipment – equipment necessary to establish a broadband communications path between two points.
   - Broadband Routing Equipment – equipment that routes data packets throughout a broadband network
   - Broadband Transport Equipment – equipment for providing interconnection within the broadband provider’s network
   - Broadband Access Equipment – equipment facilitating the last mile connection to a broadband subscriber.
   - Broadband Customer Premises Equipment and End-User Devices – end-user equipment that connects to a broadband network.
   - Billing/Operations Systems – equipment that is used to manage and operate a broadband network or offer a broadband service.

This waiver does not include fiber optic cables, coaxial cables, cell towers, and other facilities that are produced in the United States in sufficient quantities to be reasonably available as end products. The Contractor will be responsible for ensuring that the goods proposed are in conformance with the above referenced law. The responsibility extends to informing all affected subcontractors and material suppliers of these specific requirements and to ensure that the goods being proposed and/or supplied are in conformance with the standard specification.

D. Wage Rate Requirements

1) If applicable, Contractor will comply with Division A, Section 1606 of ARRA regarding wage rate requirements, as that section may be amended or renumbered.
2) If applicable, Contractor will comply with Division B, Section 1601 of ARRA regarding application of certain labor standards to projects financed with certain tax-favored bonds.

3) If applicable, Contractor is responsible for advising any subcontractor of this requirement.

4. **Mandatory Waste, Fraud or Abuse Reporting.**

   If any part of this Agreement is funded pursuant to the American Recovery and Reinvestment Act ("ARRA"), Contractor shall:

   A. Promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving such ARRA funds.

   B. Promptly report to the Agency and NMORR any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has committed fraud, waste, or abuse of ARRA funds.

   C. Contractor agrees that it will include in any subcontract agreement an affirmative obligation upon any subcontractor to comply with the mandatory waste, fraud or abuse reporting requirements specified herein.

5. **Non-Compliance With ARRA Reporting Requirements.**

   Failure of Contractor or any subcontractor to Contractor to comply with the reporting requirements, through material omission, knowingly reporting false data, or failure to comply with reporting deadlines, may result in withholding of payment and/or termination of this Agreement.

6. **Cited Documents.**

   Cited documents may be viewed in their entirety at United States Government websites, and it is Contractor’s responsibility to fully understand Contractor’s duties and responsibilities for reporting and disclosure requirements when receiving ARRA funds pursuant to this or any other agreement under which ARRA funds are disbursed.

<table>
<thead>
<tr>
<th>Cited Documents</th>
<th>URL</th>
</tr>
</thead>
<tbody>
<tr>
<td>OMB Guidance and Circulars</td>
<td><a href="http://www.whitehouse.gov/omb/">http://www.whitehouse.gov/omb/</a></td>
</tr>
</tbody>
</table>

7. **Debarment and Suspension and Other Responsibility Matters.**

   A. Contractor certifies by signing this Agreement, that Contractor and Contractor’s principals, if applicable, to the best of Contractor’s knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated above in this Paragraph; and, (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public Agreements or transactions (Federal, State or local) terminated for cause or default. If applicable, Contractor certifies that it and its principals have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a.
B. Contractor’s certification in Paragraph A is a material representation of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor’s certification in Paragraph A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s certification in Paragraph A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the Agreement.

C. Contractor shall require each proposed first-tier sub-Contractor whose subcontract will equal or exceed $25,000, to disclose to the Agency whether as of the time of award of the subcontract, the sub-Contractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. Contractor shall make such disclosures available to the Agency. If the sub-Contractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal department or agency, the Agency may refuse to approve the use of the sub-Contractor.

Item Two (2)

MANDATORY:

DUN & BRADSTREET NUMBER________________________

Item Three (3)

By submitting a bid the vendor acknowledges that they are either an authorized employee of the manufacturer, or an authorized dealer, for the type of equipment submitted and that they can fulfill all factory warranties and technical services required.

Please provide the following information:

Name of Company: __________________________

Address: __________________________

____________________________________

Telephone (office and fax): __________________________

Contract Administrator: __________________________

E-mail: __________________________

______________________________

Signature
Awarded Vendors:

(AA) 0000051480  
Advanced Communications and Electronics  
2417 Baylor Drive SE  
Albuquerque, NM 87106  
505-244-3321

(AB) 0000053470  
Advanced Tower Services Inc.  
2417 Baylor Drive NE  
Albuquerque, NM 87106  
505-244-3321

(AC) 0000074936  
EasTex Tower, Inc.  
7345 Templeton Gap Rd.  
Colorado Springs, CO 80923  
719-632-8822

(AD) 0000052470  
HEI, Inc.  
3800 Vassar Dr. NE  
Albuquerque, NM 87107  
505-880-1819

(AE) 0000094172  
Wheatfield Communication Const. Co.  
822 Aspen Ave. NW  
Albuquerque, NM 87102  
505-341-2733
State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-000-16-00048

<table>
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<tr>
<th>Item</th>
<th>Approx Qty</th>
<th>Unit</th>
<th>Article and Description</th>
<th>Unit Price</th>
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<td>$150.00 $105.00 $95.00 $75.00 $85.00</td>
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<td>Manager, Weekend Hours</td>
<td>$225.00 $210.00 $142.50 $75.00 $112.00</td>
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<td>$225.00 $210.00 $190.00 $75.00 $150.00</td>
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<td>4</td>
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<td>Hr.</td>
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<td>5</td>
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<td>6</td>
<td>Ea.</td>
<td>Hr.</td>
<td>Engineer, Holiday Hours</td>
<td>$225.00 $172.50 no bid $95.00 $250.00</td>
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<td>7</td>
<td>Ea.</td>
<td>Hr.</td>
<td>Foreman, Regular Working Hours</td>
<td>$125.00 $90.00 $95.00 $70.00 $75.00</td>
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<td>8</td>
<td>Ea.</td>
<td>Hr.</td>
<td>Foreman, Weekend Hours</td>
<td>$187.50 $135.00 $142.50 $90.00 $112.50</td>
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<td>9</td>
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<td>Hr.</td>
<td>Foreman, Holiday Hours</td>
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<td>Hr.</td>
<td>Technician, Regular Working Hours</td>
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<td>Technician, Weekend Hours</td>
<td>$142.50 $120.00 $142.50 $85.00 $112.50</td>
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<td>Technician, Holiday Hours</td>
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<td>Hr.</td>
<td>Laborer, Regular Working Hours</td>
<td>$85.00 $62.00 $95.00 $55.00 $50.00</td>
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<td>14</td>
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<td>$127.50 $93.00 $142.50 $60.00 $112.50</td>
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<td>15</td>
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<td>Laborer, Holiday Hours</td>
<td>$127.50 $93.00 $190.00 $60.00 $150.00</td>
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<td>16</td>
<td>Ea.</td>
<td>Hr.</td>
<td>Rates per Mile</td>
<td>$1.75 $1.75 $95.00 $0.60 $1.00 per M.H.</td>
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Bidders must supply an hourly rate for normal workdays, weekends and holidays for the following:
State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-000-16-00048

<table>
<thead>
<tr>
<th>Item</th>
<th>Approx Qty</th>
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<th>Article and Description</th>
<th>Unit Price</th>
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<tr>
<td>17</td>
<td>Ea. day</td>
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<td>Per Diem, Rate per Day, Per Person</td>
<td>$200.00 $150.00 $195.00 $95.00 $85.00</td>
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</tbody>
</table>

Bidders must supply manufacture percentage discounts from list price for any parts supplied. Items may include the following:

18  % disc  Structural Steel  
19  % disc  Towers  
20  % disc  Shelter  
21  % disc  Generators  
22  % disc  Antennas & Accessories  
23  % disc  Transmission Lines  
24  % disc  Misc. Hardware to complete Construction

***24 Awarded Items***