State of New Mexico  
General Services Department  
Statewide Price Agreement

Awarded Vendors:  
4 Vendors - See Page 6  
Telephone No. ______

Price Agreement Number: **90-000-19-00042**
Payment Terms: **See page 6**
F.O.B.: **Destination**
Delivery: **See page 6**
Procurement Specialist: Michael Saavedra  
Telephone No.: 505-827-0610  
Email: Michael.Saavedra@state.nm.us

Title: **Paint, Interior & Exterior**

Term: **June 14, 2019 – June 13, 2020**

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: 06/11/2019

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472  
MS
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 insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor’s personnel at any time.

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

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

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

New Mexico Employees Health Coverage

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

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

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

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

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

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

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 page1. 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 the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This
provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

**Article VI – Amendment**
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided 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.
Awarded Vendors:

(AA) 0000049423
Big Jo True Value Hardware
P.O. Box 15200
Santa Fe, NM 87592
Tel: 505-473-2255
Email: bigjohardware@truevalue.net

Payment Terms: Net/30
Delivery: As Specified

(AB) 0000141667
PPG Architectural Finishes, Inc.
4900 S. B Jefferson Blvd NE
Albuquerque, NM 87109
Tel: 910-515-0538
Email: goltz@ppg.com

Payment Terms: Net 30
Delivery: 1 – 3 Days

(AC) 0000012910
The Sherwin-Williams Company
1540 Juan Tabo NE, Suite E
Albuquerque, NM 87112
Tel: 800-723-8766 x3161
Email: kevin.j.mccoy@sherwin.com

Payment Terms: Net 30 Days
Delivery: 2 Days ARO

(AD) 0000045358
Vogel West/Diamond Vogel
DBA/Diamond Vogel
851 W. San Mateo Rd. #3
Santa Fe, NM 87505
Tel: 505-983-8113
Email: anthony.sanchez@diamondvogel.com

Payment Terms: Net 30 Days
Delivery: 5 Days ARO
Establish a Statewide Price Agreement for interior and exterior paint.

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Bid shall not include state gross receipts tax or local option tax(es). If applicable: such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

In the event of a product cost increase an escalation request will be reviewed by this office at time of Price Agreement Renewal. Please be aware this measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase. Price decreases as well as increases shall apply. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

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

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

All paint sold under this Price Agreement shall be supplied as per the parameters set forth by the specifications for each item.

Manufacturers’ safety data sheet for each item must be shipped with each order at no charge to the user.

The State of New Mexico reserves the right to take random samples of paint(s) supplied to the State of New Mexico under the awarded Price Agreement for testing. If the test results are satisfactory, the requesting party will bear the cost of testing. If the test results are found not to meet minimum specifications, the user shall recover the costs incurred in testing from the paint supplier.

Estimated dollar volume for this Price Agreement is: $400,000.00.

The awarded vendor(s) shall comply with all of the terms and conditions contained herein and are hereby made part of this Price Agreement. The submission of a bid shall be considered as prima facie evidence that the bidder has familiarized himself with and accepts the conditions under which this Price Agreement shall be awarded and performed. No letter of stipulation submitted with a bid shall alter the terms and conditions of this Price Agreement.

Important notice to prospective bidders:

Bidder(s) shall furnish the most current product data specification sheets for each time supporting and certifying the claimed criteria that has been entered next to the paint being offered. Failure to submit data specification sheets with bid shall render the bid non-responsive.
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Price Agreement #: 90-000-19-00042

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

Interior Latex Paints to comply with the U. S. Green Building Council LEED-NC Version 2013 (or newest version) guidelines or equal and OCT (Ozone Transport Commission), for Low VOC (Volatile Organic Compounds) and/or Zero VOC.

Awarded vendor(s) shall have a place of business within the state of New Mexico. Vendor(s) must maintain a sufficient stock of paint to provide requested delivery.

Below is the contact information of the vendor's location(s) where Items can be procured from:

**(AA) Big Jo True Value Hardware:**
Big Jo True Value Hardware, Inc.
131 Siler Road
Santa Fe, NM 87507
Rick C de Baca 505-473-2255
bigjohardware@truevalue.net
rickcdebaca@yahoo.com

**(AB) PPG Architectural Finishes, Inc:**
PPG Paints
4900 B Jefferson Blvd NE,
Albuquerque, NM 87109
Robert Knapp 505-400-2848
Robert.knapp@ppg.com
Patf8000@ppg.com
505-883-7330

Aucutt's Paint Store
2000 Mitchell Street
Clovis, NM 88101
Latisha Brothers
aucuttpaint@yahoo.com
575-796-2181

PPG Paints
2511 Paramount B2
Amarillo, TX 79109
Robert Knapp 505-400-2848
Robert.knapp@ppg.com
Patf9637@ppg.com
806-467-9707

PPG Paints
5920 66th Street #1
Lubbock, TX 79424
Robert Knapp 505-400-2848
Robert.knapp@ppg.com
Patf9632@ppg.com
806-794-0180
State of New Mexico
General Services Department
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PPG Paints
5250 East Speedway
Tucson, AZ
Robert Knapp 505-400-2848
Robert.knapp@ppg.com
Paf9743@ppg.com

PPG Paints
4225 W. Ina Road
Tucson, AZ 85741
Robert Knapp 505-400-2848
Robert.knapp@ppg.com
Paf8376@ppg.com
520-579-7031

Dedicated Account Manager:
Robert Knapp 505-400-2848
Robert.knapp@ppg.com

(AC) The Sherwin-Williams Company:
Rio Rancho #7329
103 Rio Rancho Dr NE, Ste B6
Rio Rancho, NM 87124-1441
Sandoval County
Telephone: 505-891-9100
Fax: 505-891-0376
Justin Lopez
Sw7329@sherwin.com

Clovis #7544
3220 N Prince St
Clovis, NM 88101-3832
Curry County
Telephone: 575-763-6488
Fax: 575-762-8005
Morgan Williams
Sw7544@sherwin.com

Albuquerque, F/C Center #8573
5240 2nd St NW
Albuquerque, NM 87107-4010
Bernalillo County
Telephone: 505-341-3300
Fax: 505-341-3301
Mayra Corea
Sw8573@sherwin.com
State of New Mexico
General Services Department
Purchasing Division
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Farmington-North #1647
2317 E Main St
Farmington, NM 87401-7719
San Juan County
Telephone: 505-325-0272
Fax: 505-325-3309
Gregory Anthony
Sw1647@sherwin.com

Roswell #7540
1720 S Main St
Roswell, NM 88203-1835
Chaves County
Telephone: 575-622-4310
Fax: 575-625-6619
Sw7540@sherwin.com

Albuquerque-McMahon #7007
5731 McMahon Blvd NW
Albuquerque, NM 87114-9999
Bernalillo County
Telephone: 505-890-1894
Fax: 505-890-8386
Cecilia McClure
Sw7007@sherwin.com

Albuquerque-Eubank #7136
1653-A Eubank Blvd, NE
Albuquerque, NM 87112-4114
Bernalillo County
Telephone: 505-294-8807
Fax: 505-292-6033
Christopher Brazil
Sw7136@sherwin.com

Los Lunas #7509
275 Emilio Lopez Loop NW
Los Lunas, NM 87031
Valencia County
Telephone: 505-866-4900
Fax: 505-866-4901
Sw7509@sherwin.com

Silver City #1635
1316 Silver Heights Blvd
Silver City, NM 88061-5509
Grant County
Telephone: 575-534-9104
Fax: 575-534-4116
Irma Chavez
Sw1635@sherwin.com
State of New Mexico
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Las Cruces-North Solano #1633
1400 N Solano Dr
Las Cruces, NM 88001-1870
Dona Ana County
Telephone: 575-527-0482
Fax: 505-527-0483
Javier Quintana
Sw1633@sherwin.com

Farmington #7186
202 E Main St
Farmington, NM 87401-2704
San Juan County
Telephone: 505-327-5187
Fax: 505-327-5140
Marcus Padilla
Sw7186@sherwin.com

Santa Fe #7252
1905 St Michaels Dr
Santa Fe, NM 87505-5689
Santa Fe County
Telephone: 505-982-3559
Fax: 982-6112
Danielle Wiley
Sw7252@sherwin.com

Albuquerque Academy #7135
5901Z Wyoming Blvd NE
Albuquerque, NM 87109-3866
Bernalillo County
Telephone: 505-822-0604
Fax: 055-822-0914
Ashlie Gonzales
Sw7135@sherwin.com

Artesia #7039
412 W Quay Ave
Artesia, NM 88210-2035
Eddy County
Telephone: 575-748-1381
Fax: 575-746-6584
Adrian Allen
Sw7039@sherwin.com

Albuquerque #7531
2621 Coors Blvd NW
Albuquerque, NM 87120-1728
Bernalillo County
Telephone: 505-833-1316
Fax: 505-833-1317
Michael Ward
Sw7531@sherwin.com
State of New Mexico
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Albuquerque-Montgomery #1632
8417 Montgomery Blvd NE
Albuquerque, NM 87111-2301
Bernalillo County
Telephone: 505-332-0436
Fax: 505-332-0635
John Martinez
Sw1632@sherwin.com

Ruidoso #7415
134 Sudderth Dr
Ruidoso, NM 88345
Lincoln County
Telephone: 575-630-2200
Fax: 575-630-2033
Nikole McKibben
Sw7415@sherwin.com

Gallup #7440
2000 E Aztec Ave
Gallup, NM 87301-4804
McKinley County
Telephone 505-863-2393
Fax: 505-863-2296
David Bongers
Sw7440@sherwin.com

Alamogordo #7005
822 New York Ave
Alamogordo, NM 88310-7108
Otero County
Telephone: 575-437-4900
Fax: 575-439-0147
Karen Bourboun
Sw7005@sherwin.com

Hobbs #7278
1610 N Dal Paso St
Hobbs, NM 88240-4043
Lea County
Telephone: 575-393-4139
Fax: 575-393-9852
Michael Wooton
Sw7278@sherwin.com

Albuquerque-Coors #1634
6200 Coors Blvd NW Ste G-01
Albuquerque, NM 87120-2785
Bernalillo County
Telephone: 505-898-6094
Fax: 505-792-8930
Ronald Maynez
Sw1634@sherwin.com
State of New Mexico  
General Services Department  
Purchasing Division  
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Las Cruces #7101  
1681 E Lohman Ave  
Las Cruces, NM 88001-3175  
Dona Ana County  
Telephone: 575-527-4880  
Fax: 575-524-9890  
Armando Guzman  
Sw7101@sherwin.com

Carlsbad #7387  
1301 W Pierce St  
Carlsbad, NM 88220-4018  
Eddy County  
Telephone: 575-885-7990  
Fax: 575-885-5929  
Abraham Luna  
Sw7387@sherwin.com

Auto Albuquerque #9731  
2812 Girard Blvd NE  
Albuquerque, NM 87107-1937  
Bernalillo County  
Telephone: 505-884-1434  
Fax: 505-884-1438  
Christopher Warner  
Sw9731@sherwin.com

Albuquerque-Commercial #7448  
816 1st St NW  
Albuquerque, NM 87102-2353  
Bernalillo County  
Telephone: 505-243-6677  
Fax: 505-247-1658  
James Wheeler  
Sw7448@sherwin.com

(AD) Vogel West/DBA Diamond Vogel:  
1. Diamond Vogel  
   851 W. San Mateo Rd. #3  
   Santa Fe, NM 87505  
   Store Phone: 505-983-8113  
   Store Fax: 505-984-1960  
   Anthony Sanchez (Sales) – Cell: 505-913-9318  
   E-mail: diamondvpaint@aol.com (or) anthony.sanchez@diamondvogel.com  
   Mathew Stout (Store Mgr.) E-mail: santafe@diamondvogel.com
2. Diamond Vogel  
   1016 Third St. NW  
   Albuquerque, NM 87102  
   Store Phone: 505-243-1000  
   Store Fax: 505-243-9266  
   E-mail: sean.elliott@diamondvogel.com  
   Chris Salazar (Store Mgr.) E-mail: albuquerque@diamondvogel.com

3. Diamond Vogel  
   215 W. Broadway  
   Farmington, NM 87401  
   Store Phone: 505-325-9851  
   Store Fax: 505-325-7837  
   Dave Granger (Sales) – Cell: 505-486-1842  
   E-mail: dave.granger@diamondvogel.com  
   Matthew Bixler (Store Mgr.) E-mail: farming@diamondvogel.com

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-000-19-00042

Vendor | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12
--- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | ---
(AA) Big Jo True Value Hardware | X | X | X | X | X | X | X | X | X | X | X | X
(AB) PPG Architectural Services, Inc. | X | X | X | X | X | X | X | X | X | X | X | X
(AC) The Sherwin-Williams Company | X | X | X | X | X | X | X | X | X | X | X | X
(AD) Vogel West/Diamond Vogel | X | X | X | X | X | X | X | X | X | X | X | X

Zone Map:
<table>
<thead>
<tr>
<th>Item</th>
<th>Approx. Unit Qty.</th>
<th>Article and Description</th>
<th>Unit Price and Product Name/Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>1 Gal.</td>
<td>Interior Latex Flat Finish (LEED Compliant):</td>
<td>(AA) $24.95&lt;br&gt;(AB) $11.05 Speedhide&lt;br&gt;(AC) $10.50 Promar 200 0 VOC Latex Flat Wall Paint&lt;br&gt;(AD) $15.46 Vantage Plus Flat-DF 1645</td>
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<td>Trade Name / Number:</td>
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<td>Volume Solids Minimum:</td>
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<td>(or 2 Lbs. Titanium Dioxide per gallon)</td>
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<td>Interior Zero VOC / Low Odor Latex Flat Finish:</td>
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<td>Interior Latex Eggshell Finish (LEED Compliant):</td>
<td>(AA) $24.95&lt;br&gt;(AB) $11.55 Speedhide Zero 6-4310XI&lt;br&gt;(AC) $11.50 Promar 200 0 VOC Latex Shell Paint&lt;br&gt;(AD) $16.88 Vantage Plus Eggshell-DE1645</td>
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| 006  | 1           | Gal. | Interior Latex Semi-Gloss Finish (LEED Compliant):  
Trade Name / Number:  
Binder - Resin Type: Vinyl Acrylic:  
Volume Solids Minimum: 35%  
(or 2 Lbs. Titanium Dioxide per gallon)  
VOC Limit 150 g/L:  
Minimum Contrast Ratio (White): .98  
Minimum Reflectance (White): .89  | (AA) $25.95  
(AB) $13.61 Speedhide Zero 6-4510XI  
(AC) $12.00 Promar 200 0 VOC Semi-Gloss Wall Paint  
(AD) $17.96 Vantage Plus Semi-Gloss-DS 1645 |
| 007  | 1           | Gal. | Interior Zero VOC/Low Odor Latex Semi-Gloss Finish:  
Trade Name / Number:  
Binder - Resin Type: Vinyl Acrylic:  
Volume Solids Minimum: 35%  
(or 2 Lbs. Titanium Dioxide per gallon)  
VOC Limit 0 g/L:  
Minimum Contrast Ratio (White): .98  
Minimum Reflectance (White): .89  | (AA) $25.95  
(AB) $13.61 Speedhide Zero 6-4510XI  
(AC) $12.00 Promar 200 0 VOC Latex Semi-Gloss Wall Paint  
(AD) $18.98 Zero Plus Semi-Gloss-DS 1665 |
| 008  | 1           | Gal. | Interior/Exterior 100% Acrylic Gloss Finish:  
Trade Name / Number:  
Binder - Resin Type: Vinyl Acrylic:  
Volume Solids Minimum: 34%  
(or 2 Lbs. Titanium Dioxide per gallon)  
Minimum Contrast Ratio (White): .98  
Minimum Reflectance (White): .89  | (AA) $29.95  
(AB) $15.11 Speedhide 6-8534  
(AC) $15.99 Solo Interior/Exterior 100% Acrylic Gloss Paint  
(AD) $29.95 Surefloc Gloss MHI1541 |
| 009  | 1           | Gal. | Exterior 100% Acrylic Latex Flat Finish:  
Trade Name / Number:  
Binder - Resin Type: 100% Acrylic:  
Volume Solids Minimum: 40%  
(or 2 Lbs. Titanium Dioxide per gallon)  
Minimum Contrast Ratio (White): .97  
Minimum Reflectance (White): .89  | (AA) $24.95  
(AB) $14.57 Speedhide 6-610XI  
(AC) $14.49 A-100 Exterior Latex Flat Paint  
(AD) $27.20 Permacryl Ext. Flat-BA1531 |
| 010  | 1           | Gal. | Exterior 100% Latex Semi-Gloss or Satin Finish:  
Trade Name / Number:  
Binder / Resin Type: Alkyd:  
Volume Solids Minimum: 55%  
(or 2 Lbs. Titanium Dioxide per gallon)  
Minimum Contrast Ratio (White): .97  
Minimum Reflectance (White): .88  | (AA) $26.95  
(AB) $16.69 Speedhide 6-900  
(AC) $15.59 A-100 Exterior Latex Satin Paint  
(AD) $29.50 Permacryl Ext. Semi-Gloss-BN1531 |
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<td></td>
<td></td>
<td>Binder / Resin Type:</td>
<td>Acrylic:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Volume Solids Minimum:</td>
<td>60%</td>
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</tbody>
</table>

**Added Tint Charges:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Approx Qty</th>
<th>Unit</th>
<th>Article and Description</th>
<th>Unit Price and Product Name/Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>023</td>
<td>1</td>
<td>Gal.</td>
<td>Pastel Colors:</td>
<td>(AA) $2.00 (AB) $0.00 (AD) $0.00</td>
</tr>
<tr>
<td>024</td>
<td>1</td>
<td>Gal.</td>
<td>Medium Tint Colors:</td>
<td>(AA) $4.00 (AB) $0.00 (AD) $0.00</td>
</tr>
<tr>
<td>025</td>
<td>1</td>
<td>Gal.</td>
<td>Deep-Tone Colors:</td>
<td>(AA) $6.00 (AB) $0.00 (AC) $1.00 (AD) $1.60</td>
</tr>
<tr>
<td>026</td>
<td>1</td>
<td>Gal.</td>
<td>Accent Tint Colors:</td>
<td>(AA) $8.00 (AB) $0.00 (AC) $1.00 (AD) $2.50</td>
</tr>
</tbody>
</table>

**Price per Gallon:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Approx Qty</th>
<th>Unit</th>
<th>Article and Description</th>
<th>Unit Price and Product Name/Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
<td>Approx Qty</td>
<td>Unit</td>
<td>Article and Description</td>
<td>Unit Price and Product Name/Number</td>
</tr>
<tr>
<td>------</td>
<td>------------</td>
<td>------</td>
<td>------------------------------------------------------------------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>027</td>
<td>1 %</td>
<td></td>
<td>Other Interior/Exterior Paints not Otherwise Listed:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>% Off Regular Retail Published Prices: % Off</td>
<td>(AA) 10%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(AB) 60%</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(AC) 25%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(AD) 35%</td>
</tr>
<tr>
<td>028</td>
<td>1 %</td>
<td></td>
<td>Other primers, Wood Stain, &amp; Clear Finishes not Otherwise Listed:</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>% Off Regular Retail Published Prices: % Off</td>
<td>(AA) 10%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(AB) 60%</td>
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<td></td>
<td></td>
<td></td>
<td>(AC) 25%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(AD) 35%</td>
</tr>
<tr>
<td>029</td>
<td>1 %</td>
<td></td>
<td>Paint Related Sundries (Paint Brushes, Rollers, Roller Frames, etc.):</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>% Off Regular Retail Published Prices: % Off</td>
<td>(AA) 10%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(AB) 20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(AC) 20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(AD) 35%</td>
</tr>
<tr>
<td>030</td>
<td>1 %</td>
<td></td>
<td>Paint Related Sundries (Covers, Masking Tape, Abrasives, Sand Paper,</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>etc.):</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>% Off Regular Retail Published Prices: % Off</td>
<td>(AA) 10%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(AB) 20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(AC) 20%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(AD) 35%</td>
</tr>
</tbody>
</table>

*** 30 Items Total ***