



# State of New Mexico General Services Department

## Statewide Price Agreement

**Awarded Vendor:**  
27 Awarded Vendors; see page 6-10 for detail

Price Agreement Number: 31-00000-22-00009

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

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

Procurement Specialist: Tami Concha JC

Telephone No.: (505) 660-3671

Email: Tami.Concha@gsd.nm.gov

**Invoice:**  
As Requested at Time of Order

Title: **Highway and Off Road Heavy Equipment and Truck Repair (Parts and Labor)**

Term: **January 9, 2023 – January 8, 2024**

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

**Accepted for the State of New Mexico**

*Valerie Paulk*

Date: 1/10/2023

Acting New Mexico State Purchasing Agent

State of New Mexico  
General Services Department  
Purchasing Division  
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**Terms and Conditions**  
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
  - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

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the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

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

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

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

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

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

### 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

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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: <https://bewellnm.com>.

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 public 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)

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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.

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**Awarded Vendors:**

(AA) 0000143288

411 Equipment  
 1815 4th Street NW  
 Albuquerque, NM 87102  
 Pete Marquez (505) 242-1411  
 bui@411equipment.com for parts orders  
 mmarquez@411equipment for service requests  
 jrmarquez@411equipment for all other

**Payment Term:** Net 30**Delivery:** All Parts and Service jobs will be quoted on an individual basis. Labor is 72 hours

(AB) 0000050909

Action Hose & Hydraulics Inc.  
 3315 Stanford Dr NE  
 Albuquerque, NM 87107  
 Andrew Ortiz (505) 880-8500  
[sales@actionhoseinc.com](mailto:sales@actionhoseinc.com)

**Payment Term:** Net 30 days**Delivery:** FOB Destination

(AC) 0000047770

Albuquerque Motor Company  
 dba Melloy Dodge  
 9621 Coors Blvd NW  
 Albuquerque, NM 87114  
 Jason Sanchez (505) 843-9600  
[servicemanager@melloydodge.com](mailto:servicemanager@melloydodge.com)

**Payment Term:** Net 30**Delivery:** none

(AD) 0000054961

Bruckner Truck Sales, Inc.  
 dba Bruckner Truck & Equipment  
 8101 Daytona Rd NW  
 Albuquerque, NM 87121  
 Evan Smith (505) 839-5900  
[esmith@brucknertruck.com](mailto:esmith@brucknertruck.com)

**Payment Term:** N30 w Corporate Billing Acct**Delivery:** As requested

(AE) 0000092769

Century Equipment Rental  
 dba Century Equipment Company  
 6301 Edith Blvd NE  
 Albuquerque, NM 87107  
 Charles Keller (505) 433-2246  
[charles.keller@centuryeq.com](mailto:charles.keller@centuryeq.com)

**Payment Term:** Net 30**Delivery:** As Requested

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(AF) 0000045857

Clark Truck Equipment Co  
PO Box 3483  
Albuquerque, NM 87190  
Kevin Stacey (505) 880-8222  
[kevin@cte-nm.com](mailto:kevin@cte-nm.com)

**Payment Term:** Net 30**Delivery:** As Requested

(AG) 0000094627

Construction Truck Equipment, LLC  
PO Box 16020  
Albuquerque, NM 87191  
David Frederick (505) 292-8018  
[dfrederick747@gmail.com](mailto:dfrederick747@gmail.com)

**Payment Term:** Net 30**Delivery:** As Required

(AH) 0000131996

Cummins Inc  
dba Cummins Sales and Service  
P.O. Box 912138  
Denver, CO 80291  
Garrett Phillips (505) 247-2441  
[garrett.phillips@cummins.com](mailto:garrett.phillips@cummins.com)

**Payment Term:** Net 30**Delivery:** FOB Destination

(AI) 0000169914

Firefighter Trucks INC.  
P.O. Box 1196  
Fairacres, NM 88033  
Jeff Wood (575) 523-0755  
[jw@firefighterrucks.net](mailto:jw@firefighterrucks.net)

**Payment Term:** Net 30**Delivery:** As Requested

(AJ) 0000169845

First Transit, Inc.  
dba First Vehicle Services, Inc  
600 Vine Street STE 1400  
Cincinnati, OH 45202  
Todd Johnson (281) 932-5481  
[todd.johnson@firstgroup.com](mailto:todd.johnson@firstgroup.com)

**Payment Term:** Net 30**Delivery:** N/A

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(AK) 0000048410

Hal Burns Truck & Equipment Service  
14 Camino Charro  
Santa Fe, NM 87507  
David Burns (505) 471-1671  
[david@halburns.com](mailto:david@halburns.com)

**Payment Term:** Net 30**Delivery:** As Requested

(AL) 0000042790

Iron Horse Welding, LLC  
PO Box 1521  
Peralta, NM 87042  
Allen Grisham (505) 873-4008  
[ironhorsewelding@msn.com](mailto:ironhorsewelding@msn.com)

**Payment Term:** Net 30**Delivery:** unknown

(AM) 0000099062

LJ Pacheco Auto LLC  
P.O. Box 363  
Mora, NM 87732  
Lesley Pacheco (575) 387-6444  
[lj2000\\_pacheco@yahoo.com](mailto:lj2000_pacheco@yahoo.com)

**Payment Term:** Net 30**Delivery:** 10 days upon receipt of vehicle

(AN) 0000052205

M and M Industries Inc  
PO Box 90473  
Albuquerque, NM 87199  
Edward McLain Jr. (505) 890-4029  
[mmhydraulicsorg@yahoo.com](mailto:mmhydraulicsorg@yahoo.com)

**Payment Term:** Net 30**Delivery:** 567 Comanche Lane NE  
Albuquerque, NM 87107

(AO) 0000102368

MAC Hydraulic & Lubrication LLC  
3515 Princeton Dr. NE  
Albuquerque, NM 87107  
Wayne MacLeod (505) 884-1515  
[machydraulic@gmail.com](mailto:machydraulic@gmail.com)

**Payment Term:** Net 30**Delivery:** As Requested

(AP) 0000046552

MCBRIDES INC  
1010 2nd St NW  
Albuquerque, NM 87102  
Warren Wild (505) 242-2174  
[McbridesInc@gmail.com](mailto:McbridesInc@gmail.com)

**Payment Term:** Net 30**Delivery:** UPS/FedEx/Keynote



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(AQ) 0000046837

MCT Industries Inc.  
7451 Pan American Freeway NE  
Albuquerque, NM 87109  
Fermin Maes (505) 345-8651  
[fmaes@mct-ind.com](mailto:fmaes@mct-ind.com)

**Payment Term:** Net 30**Delivery:** MCT, Inc. Albuquerque NM 87109

(AR) 0000155141

Parts Authority, LLC  
PO Box 748957  
Los Angeles, CA 90074  
(505) 341-7000  
[FleetNM@partsauthority.com](mailto:FleetNM@partsauthority.com)

**Payment Term:** Net 30**Delivery:** 3 times per day or more

(AS) 0000051051

Performance Tool & Equipment Inc  
3300 2nd Street NW Suite A1  
Albuquerque, NM 87107  
Eddie Gutierrez (505) 345-5038  
[eddie@perftool.com](mailto:eddie@perftool.com)

**Payment Term:** Net 30**Delivery:** We deliver throughout the entire state of New Mexico

(AT) 0000048977

Pete's Equipment Repair, Inc.  
1412 Broadway Blvd NE  
Albuquerque, NM 87102  
Pete Marquez (505) 242-6969  
[pmarquez@petesequip.com](mailto:pmarquez@petesequip.com)

**Payment Term:** Net 30**Delivery:** Immediate Delivery on Stock Items.  
120 Days non stock items

(AU)0000126538

Powell Tire Company  
2007 SE Main St  
Roswell, NM 88203  
Tyler Powell (575) 624-0720  
[powelltire@yahoo.com](mailto:powelltire@yahoo.com)

**Payment Term:** Net 30**Delivery:** 2007 SE Main St,  
Roswell, NM 88203

(AV) 0000073697

Power Equipment Company  
721 Candelaria NE  
Albuquerque, NM 87107  
Andy Remmo (505) 345-7811  
[bstats@power-equip.com](mailto:bstats@power-equip.com)

**Payment Term:** Net 30**Delivery:** Variable

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(AW) 0000048074

Ray's Truck Service Inc.

1808 Mountain Road

Tucumcari, NM 88401

Bret Block (575) 461-3077

[RTSTucumcari@yahoo.com](mailto:RTSTucumcari@yahoo.com)**Payment Term:** Net 30**Delivery:** 1808 Mountain Road  
Tucumcari, NM 88401

(AX) 0000089920

Roadrunner Transmission Inc

232 Old Coors Drive SW

Albuquerque, NM 87121

Maxemiliano Padilla (505) 836-6029

[232RoadrunnerTrans@gmail.com](mailto:232RoadrunnerTrans@gmail.com)**Payment Term:** Net 30**Delivery:** 5-30 Days depending on parts  
availability

(AY) 0000043931

Rush Truck Centers of New Mexico, Inc

6521 Hanover Road NW

Albuquerque, NM 87121

Kevin Walker (505) 839-3600

[walker@rushenterprises.com](mailto:walker@rushenterprises.com)**Payment Term:** Net 30**Delivery:** As Requested

(AZ) 0000048700

US Distributing Inc

3700 Rutledge NE STE B

Albuquerque, NM 87109

Steward Case (505) 884-2141

[stewart@usdparts.com](mailto:stewart@usdparts.com)**Payment Term:** Net 30**Delivery:** Albuquerque Metro - 1 hour delivery  
Statewide - Next Day

(BA) 0000045306

Wagner Equipment Co.

700 Wagner Ct. NE

Albuquerque, NM 87105

(505) 345-8411

**Payment Term:** Net 30-days**Delivery:** Parts, Sales & Service Albuquerque, NM  
Other Service Locations in New Mexico:  
Las Cruces, Bloomfield, & Hobbs, Including Durango, CO  
& El Paso, TXService Manager: Time Eldred: [eldred\\_timothy@wagnerequipment.com](mailto:eldred_timothy@wagnerequipment.com)Heather Price; Service/Field Service: [price\\_heather@wagnerequipment.com](mailto:price_heather@wagnerequipment.com)Product Support Manager: Tony Rodriguez, [rodriguez\\_joe@wagnerequipment.com](mailto:rodriguez_joe@wagnerequipment.com)Parts Manager, Kyle Warner, [kwarner@wagnerequipment.com](mailto:kwarner@wagnerequipment.com)

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**Specifications:**

The State of New Mexico wishes to establish a Statewide Price Agreement for performing preventive maintenance, mechanical repairs, parts procurement, component/attachment repairs, materials and/or labor on highway and off road heavy equipment and trucks over 19,000 pounds GVWR. (**Automotive, passenger or light trucks excluded**)

This price agreement shall be established as a source and convenience to the User Agencies. It is the responsibility of the user to utilize this Price Agreement in the best interest of the State of New Mexico. Therefore multiple awards shall be made to serve the best interests of the user agency(ies) and to serve all geographical locations in the state.

This agreement authorizes the procurement of all repairs, parts, materials and/or labor that are necessary for the repair and maintenance of highway and off road heavy equipment and trucks.

The awarded vendor shall comply with all of the terms and conditions contained herein and shall hereby made part of this Price Agreement. The submission of a bid shall be considered as prima facie evidence that the bidder has familiarized themselves with and understands the conditions under which this price agreement shall be performed. No letter or stipulation submitted with a bid shall alter the terms and conditions of this agreement.

Notwithstanding the existence of this price agreement, the State of New Mexico and/or its political sub-divisions reserve the right to order any items(s) required for emergency purpose from any party who can deliver such item(s) to meet the requirements of the Agency, without waiving or voiding any of the terms of this agreement.

**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.

**Escalation/De-escalation Clause:**

In the event of a product cost increase, an escalation request will be reviewed by this office and approved by State Purchasing on an individual basis. 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 shall apply. If the vendor's prices are reduced for any reason, users shall receive the benefit of such reductions. Price increases and/or decreases will not be retroactive to orders already in-house or back-ordered. Orders will be filled at the price in effect of the date of the receipt of the order by the awarded vendor.

All requests for price increases must include the following information from the vendor:

- 1) 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

For escalations, awarded vendor must also supply a current Letter from the Manufacturer addressed to the vendor. The letter must state that they are increasing the price from the factory to the vendor, as well as the reason for the increase. For a price decrease, a letter from the vendor will be sufficient.

Final determination on the approval or disapproval of the escalation or decrease request will be made by SPD.

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**Multiple Awards:**

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to ensure availability and timely delivery. Awards will be made to meet the best interests of the State of New Mexico.

**Quantities Service:**

The Contractor will be contacted on an as needed, on-call basis to perform work associated with this Price Agreement. A Price Agreement award is without assurance of quantity or dollar amount of work: the State does not guarantee any amount of work. Failure to respond to the State's requests may be grounds for termination of this Price Agreement.

**Payment Methods:**

Each unit repaired/serviced shall be identified and referenced in the invoice by:

- Fixed asset number (fa) visible on each unit in large black font (if applicable)
- Serial/VIN number
- Make/model, beginning/ending mileage and/or hours

One invoice per unit repaired unless otherwise requested.

**Tax Note:**

Gross receipts tax applies to labor only. Tax shall not be applied to parts or materials furnished. Price shall not include state gross receipts or local tax. Tax shall be added to the invoice at current rates as a separate item to be paid by users.

Prices listed herein represent the total compensation to be paid by the state for goods and/or services provided. It is understood that the party providing said goods and/or services to the State is responsible for payment of all costs of labor, insurances, equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to complete the work provided. The prices listed herein shall include an amount sufficient to cover such costs.

**Warranties:**

All installed components and parts shall be covered under the standard manufacturer's warranty.

**Delivery:**

Delivery of parts/components shall be F.O.B. vendor's place of business user Agency locations or district locations within the state of New Mexico.

**Bidding Information:**

The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any Vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be submitted by the Vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

**Materials/Equipment:**

**Highway and off road heavy equipment shall be defined as:**

- Trucks over 19,000 lbs. GVWR on and off highway type as well as all components and attachments
- On and off highway, construction, maintenance and repair type tools and equipment. This will include fixed and mobile units as well as all components and attachments.

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**Minimum Requirements:**

Each bid will include the Bidder's percentage discount from published list prices on parts. Bidder must include all rates as requested in Items List of this solicitation. **Additional items added by Bidders are prohibited and will not be accepted, evaluated or awarded.**

Parts shall be billed at the discounted percentage price offered by the Vendor. Cost for parts, supplies and materials shall be itemized and priced separately on each invoice. Quotes and invoices shall indicate the list price and the discounted price for parts. Any additional costs associated with freight and handling charges for parts will be indicated on quotes and invoices as well, and will require prior authorization from the procuring entity.

All successfully awarded vendors(s) must ensure prior to any work being performed, be professionally diagnosed. Repairs and/or adjustments shall be performed only by factory trained and/or certified technicians/welders.

All repairs shall be completed within fifteen (15) working days after receipt of unit(s). This period may be extended at the user's option and such extension shall be documented in writing. In the event of failure to perform repairs within fifteen (15) working days and failure to receive approval for time extension, the bidder may be penalized for late repair charges of \$25.00 per unit per day. All repairs shall be performed at the Vendor's place of business or other facility of his/her choice. Delivery of unit(s) for repair and all costs associated therewith shall be the Agencies' responsibility.

Vendors bidding are cautioned, they must inform and ensure the Agency of their capability to provide the services they are offering. Vendors lacking the above may have their bid rejected or contract cancelled.

The Agencies reserve the right to inspect and return any or all part(s), accessory(ies), assembly(ies), or sub-assembly(ies) replaced or repaired equipment. Parts and materials must be new and conform to the original manufacturer's specifications, unless otherwise approved by the Agency. Rebuilt assemblies must have prior approval in order to be used in the repair of equipment from the ordering Agency. With approval, the standard industry practice and the rebuilt assembly or sub-assembly shall carry the same warranty by the manufacturer or re-manufacturer as a new assembly or subassembly.

Any part(s) removed during the rebuild or repair of equipment are the property of the state and shall be returned upon Agency request, unless a replacement part price is predicated upon an exchange basis with the part replaced.

Awarded vendor(s) shall be required to provide an itemized list of all parts and labor hour costs as part of an estimate for the needed repairs. Such an estimate shall be provided at no charge if it can be performed without excessive teardown time. Estimates which require teardown must have prior authorization (purchasing document) to commencing teardown.

Awarded vendor(s) shall maintain detailed, complete and accurate accounting records on all repair work orders. When applicable, all labor charges on the invoice shall be broken down to indicate the number of hours consumed in performing specific repair tasks.

All costs for repairs or parts for work authorized will be paid in full. For chargers other than the approved work will not be compensated. It is the Vendors responsibility to receive approval from the Agency, for all equipment/parts/repairs.

Any repair or servicing, which requires fluid (motor oil, coolant, transmission, hydraulic, differential) draining/replacement must be replaced with new OEM equivalent. **Reusing used fluids is prohibited.**

**Towing Fee**

Towing Charges may not exceed the tariff amounts listed within the New Mexico Statewide Wrecker Tariff, as governed by PRC. <https://www.nm-prc.org/transportation/information-for-consumers/>

**\*\*\* End of Specifications\*\*\***

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**Items:**

Item	Approx. Qty.	Article and Description	Percentage Discount	Awarded Vendor
<b>1</b>	<b>1</b>	<b>Parts - Discount off Vendors' most current list price</b>		
		0% discount off MSRP	0%	(AA)
			20%	(AB)
			10%	(AC)
		Delivery estimate based on part being in stock If not in stock time will vary depending on availability.	10%	(AD)
			0%	(AE)
			10%	(AG)
		Cummins Genuine Parts only	14%	(AH)
			0%	(AI)
		Off OEM list price	20%	(AJ)
			10%	(AK)
			7.5%	(AM)
		Depends on receipt of equipment and parts availability	10%	(AN)
			25%	(AO)
			15%	(AP)
		Parts are 50 % off MSRP and are usually in stock, if a part needs to be ordered, delivery after order depends on the Vendor - We cannot list every part we sell, it is in excess, a parts Vendor list has been attached.	50%	(AQ)
		50% off of list price on parts only	50%	(AR)
		Sales, Installation, and service of all types of automotive fleet service equipment. Includes vehicle lifts, lubrication delivery systems, compressed air systems, vehicle exhaust removal systems, collision repair equipment, tire service equipment, waste oil and waste coolant recovery systems, A/C recharging machines, tech work benches/stations, parts storage systems, paint booths, mechanic's tools, dust collection systems, metal working machines, parts elevators, wheel alignment machines, parts washers, waste oil heaters, etc.. Brands represented include Stertil Koni, Rotary, and Forward vehicle lifts, Graco, Balcrank, Samson, Euro Vent, Harvey, Nederman, Robinair, CPS, FS Curtis, Saylor Beall, Champion, CAS, Cuda, Coats, Rotary, Global Finishing Solutions, Energy Logic, RTI, ISN, and other similar equipment suppliers. Parts 15% discount off the manufacturer's most current list price.	15%	(AS)
		Immediate Delivery on Stock Items. 120 Days for Non Stock Items	0%	(AT)
		5% Discount off of all parts	5%	(AU)
			0%	(AV)
			10%	(AW)
			5%	(AX)
			10%	(AY)
		Albuquerque Metro - 1-2 hours Santa Fe - 2 deliveries daily, Statewide - Next Day	35%	(AZ)
		No discount offered or implied	0%	(BA)

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Item	Approx. Qty.	Article and Description	Hourly Rate	Awarded Vendor
<b>2</b>	<b>1</b>	<b>Labor - Shop Rate - Highway Trucks</b>		
		We are the sole source distributor for Van-Mor by E-One, KME Fire, Ferrara Fire, Bucher Municipal, Madvac, Odra, Hi-Vac and Advance-Nilfisk. We provide service and parts for all of the items listed on the Materials/ Equipment List and the Components and attachments list. We also provide service for various makes and models of: fire trucks, ambulances, emergency vehicles, refuse, pick ups, yellow iron, sweepers, sewer trucks, pumps, hydraulics, pneumatics, emergency lighting, emergency sirens, lighting, nozzles, and emergency components	\$175.00	(AA)
			\$85.00	(AB)
			\$135.95	(AC)
			\$183.00	(AD)
			\$125.00	(AE)
			\$90.00	(AF)
			\$125.00	(AG)
			\$159.30	(AH)
			\$155.00	(AI)
			\$120.00	(AJ)
			\$165.00	(AK)
			\$145.00	(AL)
			\$160.00	(AM)
		Depends on receipt of equipment and parts availability	\$115.00	(AN)
		delivery as requested	\$110.00	(AO)
			\$115.22	(AP)
			\$125.00	(AQ)
		The requesting department or district will be provided with an estimate for parts and repairs after unit is evaluated. In anticipation of common parts that are frequently used, we stock a wide range of parts in our warehouse. Unfortunately, we aren't able to stock every part that might be needed. Repairs will be completed as parts become available from our manufacturers.	\$140.00	(AT)
			\$125.00	(AU)
			\$110.00	(AW)
		Unit Price plus parts & fluids	\$245.00	(AX)
		10% Discount off of door rate	\$155.00	(AY)
			\$178.00	(BA)

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Item	Approx. Qty.	Article and Description	Hourly Rate	Awarded Vendor
<b>3</b>	<b>1</b>	<b>Labor - Shop Rate - Heavy Equipment</b>		
		We are the sole source distributor for Van-Mor by E-One, KME Fire, Ferrara Fire, Bucher Municipal, Madvac, Odra, Hi-Vac and Advance-Nilfisk. We provide service and parts for all of the items listed on the Materials/Equipment List and the Components and attachments list. We also provide service for various makes and models of: fire trucks, ambulances, emergency vehicles, refuse, pick ups, yellow iron, sweepers, sewer trucks, pumps, hydraulics, pneumatics, emergency lighting, emergency sirens, lighting, nozzles, and emergency components	\$175.00	(AA)
			\$85.00	(AB)
			\$135.95	(AC)
			\$183.00	(AD)
			\$125.00	(AE)
			\$125.00	(AG)
			\$159.30	(AH)
			\$155.00	(AI)
			\$120.00	(AJ)
			\$165.00	(AK)
			\$145.00	(AL)
			\$160.00	(AM)
		Depends on receipt of equipment and parts availability	\$125.00	(AN)
		delivery as requested	\$110.00	(AO)
			\$115.22	(AP)
			\$125.00	(AQ)
		Sales, Installation, and service of all types of automotive fleet service equipment. Includes vehicle lifts, lubrication delivery systems, compressed air systems, vehicle exhaust removal systems, collision repair equipment, tire service equipment, waste oil and waste coolant recovery systems, A/C recharging machines, tech work benches/stations, parts storage systems, paint booths, mechanic's tools, dust collection systems, metal working machines, parts elevators, wheel alignment machines, parts washers, waste oil heaters, etc.. Brands represented include Steril Koni, Rotary, and Forward vehicle lifts, Graco, Balcrank, Samson, Euro Vent, Harvey, Nederman, Robinair, CPS, FS Curtis, Saylor Beall, Champion, CAS, Cuda, Coats, Rotary, Global Finishing Solutions, Energy Logic, RTI, ISN, and other similar equipment suppliers.	\$105.00	(AS)
		The requesting department or district will be provided with an estimate for parts and repairs after unit is evaluated. In anticipation of common parts that are frequently used, we stock a wide range of parts in our warehouse. Unfortunately, we aren't able to stock every part that might be needed. Repairs will be completed as parts become available from our manufacturers.	\$140.00	(AT)
			\$125.00	(AU)
			\$167.50	(AV)
			\$110.00	(AW)
		10% Discount off of door rate	\$155.00	(AY)
			\$159.00	(BA)



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Item	Approx. Qty.	Article and Description	Hourly Rate	Awarded Vendor
<b>4</b>	<b>1</b>	<b>Labor - Field Rate - Highway Trucks</b>		
		We are the sole source distributor for Van-Mor by E-One, KME Fire, Ferrara Fire, Bucher Municipal, Madvac, Odra, Hi-Vac and Advance-Nilfisk. We provide service and parts for all of the items listed on the Materials/Equipment List and the Components and attachments list. We also provide service for various makes and models of: fire trucks, ambulances, emergency vehicles, refuse, pick ups, yellow iron, sweepers, sewer trucks, pumps, hydraulics, pneumatics, emergency lighting, emergency sirens, lighting, nozzles, and emergency components	\$195.00	(AA)
			\$120.00	(AB)
			\$135.95	(AC)
			\$183.00	(AD)
			\$165.00	(AE)
			\$150.00	(AG)
			\$177.45	(AH)
			\$155.00	(AI)
			\$120.00	(AJ)
			\$175.00	(AK)
			\$165.00	(AL)
		Depends on receipt of equipment and parts availability	\$175.00	(AN)
		delivery as requested	\$145.00	(AO)
		The requesting department or district will be provided with an estimate for parts and repairs after unit is evaluated. In anticipation of common parts that are frequently used, we stock a wide range of parts in our warehouse. Unfortunately, we aren't able to stock every part that might be needed. Repairs will be completed as parts become available from our manufacturers.	\$150.00	(AT)
			\$125.00	(AU)
			\$250.00	(AW)
		Unit price plus parts & fluids	\$345.00	(AX)
		10% Discount off of door rate	\$155.00	(AY)
			\$198.00	(BA)

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Item	Approx. Qty.	Article and Description	Hourly Rate	Awarded Vendor
<b>5</b>	<b>1</b>	<b>Labor - Field Rate - Heavy Equipment</b>		
		We are the sole source distributor for Van-Mor by E-One, KME Fire, Ferrara Fire, Bucher Municipal, Madvac, Odra, Hi-Vac and Advance-Nilfisk. We provide service and parts for all of the items listed on the Materials/Equipment List and the Components and attachments list. We also provide service for various makes and models of: fire trucks, ambulances, emergency vehicles, refuse, pick ups, yellow iron, sweepers, sewer trucks, pumps, hydraulics, pneumatics, emergency lighting, emergency sirens, lighting, nozzles, and emergency components	\$195.00	(AA)
			\$120.00	(AB)
			\$135.95	(AC)
			\$223.00	(AD)
			\$165.00	(AE)
			\$150.00	(AG)
			\$177.45	(AH)
			\$155.00	(AI)
			\$120.00	(AJ)
			\$175.00	(AK)
			\$165.00	(AL)
		Depends on receipt of equipment and parts availability	\$175.00	(AN)
		delivery as requested	\$145.00	(AO)
		Sales, Installation, and service of all types of automotive fleet service equipment. Includes vehicle lifts, lubrication delivery systems, compressed air systems, vehicle exhaust removal systems, collision repair equipment, tire service equipment, waste oil and waste coolant recovery systems, A/C recharging machines, tech work benches/stations, parts storage systems, paint booths, mechanic's tools, dust collection systems, metal working machines, parts elevators, wheel alignment machines, parts washers, waste oil heaters, etc.. Brands represented include Steril Koni, Rotary, and Forward vehicle lifts, Graco, Balcrank, Samson, Euro Vent, Harvey, Nederman, Robinair, CPS, FS Curtis, Saylor Beall, Champion, CAS, Cuda, Coats, Rotary, Global Finishing Solutions, Energy Logic, RTI, ISN, and other similar equipment suppliers	\$105.00	(AS)
		The requesting department or district will be provided with an estimate for parts and repairs after unit is evaluated. In anticipation of common parts that are frequently used, we stock a wide range of parts in our warehouse. Unfortunately, we aren't able to stock every part that might be needed. Repairs will be completed as parts become available from our manufacturers.	\$150.00	(AT)
			\$125.00	(AU)
			\$210.50	(AV)
			\$250.00	(AW)
		10% Discount off of door rate	\$155.00	(AY)
			\$198.00	(BA)

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Item	Approx. Qty.	Article and Description	Hourly Rate	Awarded Vendor
<b>6</b>	<b>1</b>	<b>Labor - After Hours Rate - Highway Trucks</b>		
		We are the sole source distributor for Van-Mor by E-One, KME Fire, Ferrara Fire, Bucher Municipal, Madvac, Odra, Hi-Vac and Advance-Nilfisk. We provide service and parts for all of the items listed on the Materials/Equipment List and the Components and attachments list. We also provide service for various makes and models of: fire trucks, ambulances, emergency vehicles, refuse, pick ups, yellow iron, sweepers, sewer trucks, pumps, hydraulics, pneumatics, emergency lighting, emergency sirens, lighting, nozzles, and emergency components.	\$215.00	(AA)
			\$120.00	(AB)
			\$135.95	(AC)
			\$223.00	(AD)
			\$180.00	(AG)
		No Sundays, No Holidays	\$265.50	(AH)
			\$155.00	(AI)
		Minimum 2 hours per call	\$150.00	(AJ)
			\$185.00	(AK)
			\$185.00	(AL)
		Depends on receipt of equipment and parts availability	\$175.00	(AN)
		delivery as requested	\$165.00	(AO)
		The requesting department or district will be provided with an estimate for parts and repairs after unit is evaluated. In anticipation of common parts that are frequently used, we stock a wide range of parts in our warehouse. Unfortunately, we aren't able to stock every part that might be needed. Repairs will be completed as parts become available from our manufacturers.	\$150.00	(AT)
			\$175.00	(AU)
			\$500.00	(AW)
			\$375.00	(AX)
		10% Discount off of door rate	\$155.00	(AY)
			\$218.00	(BA)

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Item	Approx. Qty.	Article and Description	Hourly Rate	Awarded Vendor
<b>7</b>	<b>1</b>	<b>Labor - After Hours Rate - Heavy Equipment</b>		
		We are the sole source distributor for Van-Mor by E-One, KME Fire, Ferrara Fire, Bucher Municipal, Madvac, Odra, Hi-Vac and Advance-Nilfisk. We provide service and parts for all of the items listed on the Materials/Equipment List and the Components and attachments list. We also provide service for various makes and models of: fire trucks, ambulances, emergency vehicles, refuse, pick ups, yellow iron, sweepers, sewer trucks, pumps, hydraulics, pneumatics, emergency lighting, emergency sirens, lighting, nozzles, and emergency components.	\$215.00	(AA)
			\$120.00	(AB)
			\$135.95	(AC)
			\$263.00	(AD)
			\$180.00	(AG)
		No Sundays, No Holidays	\$265.50	(AH)
			\$155.00	(AI)
		Minimum 2 hours per call	\$150.00	(AJ)
			\$185.00	(AK)
		This price also covers crusher, shredders and processing equipment as the standard set rate	\$185.00	(AL)
		Depends on receipt of equipment and parts availability	\$175.00	(AN)
		delivery as requested	\$165.00	(AO)
		Sales, Installation, and service of all types of automotive fleet service equipment. Includes vehicle lifts, lubrication delivery systems, compressed air systems, vehicle exhaust removal systems, collision repair equipment, tire service equipment, waste oil and waste coolant recovery systems, A/C recharging machines, tech work benches/stations, parts storage systems, paint booths, mechanic's tools, dust collection systems, metal working machines, parts elevators, wheel alignment machines, parts washers, waste oil heaters, etc.. Brands represented include Stertil Koni, Rotary, and Forward vehicle lifts, Graco, Balcrank, Samson, Euro Vent, Harvey, Nederman, Robinair, CPS, FS Curtis, Saylor Beall, Champion, CAS, Cuda, Coats, Rotary, Global Finishing Solutions, Energy Logic, RTI, ISN, and other similar equipment suppliers	\$150.00	(AS)
		The requesting department or district will be provided with an estimate for parts and repairs after unit is evaluated. In anticipation of common parts that are frequently used, we stock a wide range of parts in our warehouse. Unfortunately, we aren't able to stock every part that might be needed. Repairs will be completed as parts become available from our manufacturers.	\$150.00	(AT)
			\$175.00	(AU)
			\$315.75	(AV)
			\$500.00	(AW)
		10% Discount off of door rate	\$155.00	(AY)
			\$199.00	(BA)

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Item	Approx. Qty.	Article and Description	Per Mile	Awarded Vendor
<b>8</b>	<b>1</b>	<b>Mileage - Field Service Calls</b>		
		We are the sole source distributor for Van-Mor by E-One, KME Fire, Ferrara Fire, Bucher Municipal, Madvac, Odra, Hi-Vac and Advance-Nilfisk. We provide service and parts for all of the items listed on the Materials/Equipment List and the Components and attachments list. We also provide service for various makes and models of: fire trucks, ambulances, emergency vehicles, refuse, pick ups, yellow iron, sweepers, sewer trucks, pumps, hydraulics, pneumatics, emergency lighting, emergency sirens, lighting, nozzles, and emergency components.	\$2.50	(AA)
			\$1.50	(AD)
			\$2.00	(AE)
			\$3.50	(AH)
		No Mileage Fee Charged	\$0.00	(AI)
			\$1.25	(AJ)
			\$3.00	(AK)
			\$3.00	(AL)
		Depends on receipt of equipment and parts availability	\$2.00	(AN)
		delivery as requested	\$0.60	(AO)
		Sales, Installation, and service of all types of automotive fleet service equipment. Includes vehicle lifts, lubrication delivery systems, compressed air systems, vehicle exhaust removal systems, collision repair equipment, tire service equipment, waste oil and waste coolant recovery systems, A/C recharging machines, tech work benches/stations, parts storage systems, paint booths, mechanic's tools, dust collection systems, metal working machines, parts elevators, wheel alignment machines, parts washers, waste oil heaters, etc.. Brands represented include Steril Koni, Rotary, and Forward vehicle lifts, Graco, Balcrank, Samson, Euro Vent, Harvey, Nederman, Robinair, CPS, FS Curtis, Saylor Beall, Champion, CAS, Cuda, Coats, Rotary, Global Finishing Solutions, Energy Logic, RTI, ISN, and other similar equipment suppliers.	\$1.38	(AS)
			\$1.75	(AT)
			\$4.00	(AU)
			\$4.50	(AV)
			\$3.00	(AW)
		Rate for service calls is \$10.00 per mile	\$10.00	(AX)
		2 hour minimum drive time charge plus repair time @ discounted rate.	\$2.50	(AY)

\*\*\* 8 Items Total \*\*\*

**(AQ) MCT Industries Attachment**



**AUTHORIZED DEALER DISTRIBUTOR AGENT OR REPRESENTATIVE FOR:**

**AMREP/PAK-MOR** – REFUSE TRUCKS, EQUIPMENT, PARTS, CONTAINERS AND DUMP BODIES  
**BIG TEX/HOLDEN/CTS/ TRAILZEZE/DOOLITTLE/FELLING** - TRAILERS, LOWBOYS, BELLY DUMPS, END DUMPS, ROCK TRAILER BODIES  
**CM TRAILERS** – TRUCK BEDS  
**ANTHONY/EAGLE LIFT** – HYDRAULIC LIFT GATES  
**OMAHA** – SERVICE BODIES  
**GALION GODWIN** – DUMP BODIES  
**AMREP MFG.** – REFUSE BODIES, EQUIPMENT PARTS  
**PAK MOR** – REFUSE BODIES, EQUIPMENT PARTS, HYDRAULIC EQUIPMENT  
**PETERSON INDUSTRIES** – GRAPPLER EQUIPMENT, LIGHTING LOADERS  
**ATWOOD/BULLDOG** – TRAILER JACKS, COUPLERS, GOOSENECKS, ETC.  
**HOLAND** – FIFTH WHEELS, LING PINS, LANDING GEAR, 4X4 TRAILER JACKS  
**RAMSEY** – WINCHES-ELECTRIC, HYDRUALIC LIGHT DUTY LIFT CRANES  
**PIONEER/PULLTARPS/ROLL RIGHT/MOUNTAIN/DONOVAN** – TARPING SYSTEMS, TARPS  
**BUYERS PRODUCTS/DEXTER AXLE/DELTA**–AIRGATE CYLINDERS, VALVES, SOLENOIDS, TOOLBOXES, PADDLE LATCHES, HEADACHE RACKS, FUEL TANKS, TRAILER PARTS  
**STEMCO** – SEALS, HUBCAPS, LENSES  
**PARKER** – MULTISTAGE, END DUMP CYLINDERS  
**DEXTER/HAYES/EUCLID** – TRAILER RUNNING GEAR, AXLE ASSEMBLY, SINGLE/DUAL WHEELS, BRAKES, AXLES, CONTROLS, TRAILER PARTS  
**FORCE AMERICA/MUNCIE POWER** – COMPLETE WET KETS, PUMPS, PTOS, VALVES, TANKS, FILTERS AND SUPPLIES  
**MEYER/MONROE/BUYERS/WARREN** – SNOW PLOWS, SALT SPREADERS, LIQUID SYSTEMS  
**QUALITY/WARREN/DEXTER** - TRAILER PARTS, SUPPLIES AND BODY PARTS  
**VENTEX** – GATE CONTROL VALVES, LUBRICATORS, AIR/WATER SEPARATORS, AIR VALVES  
**SMEAL** – CRANES, DIGGER DERRICKS, MISC.  
**HUTCH** – SUSPENSION  
**STEMCO** – SEALS  
**PREMIER** – HITCHES  
**HENDRICK TURNER** – SUSPENSION  
**FLOWBOY** - TRAILER PARTS  
**FONTAINE** – TRUCK EQUIPMENT  
**VERSA VALVE** – HYDRAULIC VALVES  
**ATWOOD PRODUCTS** – TRAILER PRODUCTS  
**PETERSON MFG.** – LIGHTS  
**ROCKWELL MERRITOR** – BRAKE PRODUCTS  
**BENDIX** – AIR PUMP VALVES  
**MUNCIE** – PTO, PUMPS, MOTORS  
**MAXON** – HYDRAULIC EQUIPMENT  
**CHELSEA DANA** – PTO, PUMPS, VALVES

**MCT MANUFACTURING DIVISION** – CUSTOM TRAILERS, MODIFICATIONS AND FABRICATION TO YOUR SPECIFICATIONS, FULL-SERVICE SHOP AND MACHINE SHOP, INCLUDES 20FT SHEAR, BRAKE AND ROLLER WIRE EDM AND CNC MACHINING, SANDBLASTING, PAINT SHOP

**MCT, INC. DEALER LICENSE # 5096**

f/users/word/tina/authorized dealer distributor agent or representative for

**Certificate Of Completion**

Envelope Id: 508F234BA7CC40D891566B8445675BFD	Status: Completed
Subject: GSD/SPD Procurement#: 31-00000-22-00009 Highway and Off Road Heavy Equipment and Truck Repair	
Source Envelope:	
Document Pages: 22	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Tami Concha
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	Tami.Concha@gsd.nm.gov
	IP Address: 164.64.63.2

**Record Tracking**

Status: Original	Holder: Tami Concha	Location: DocuSign
1/9/2023 12:14:22 PM	Tami.Concha@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

**Signer Events**

Signature	Timestamp
Natalie Martinez natalie.martinez1@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	Sent: 1/9/2023 12:17:16 PM Resent: 1/10/2023 8:02:08 AM Viewed: 1/10/2023 8:05:47 AM Signed: 1/10/2023 8:05:51 AM
<i>Mu</i>	
Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Tami Concha tami.concha@gsd.nm.gov Procurement Specialist II New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	<i>JC</i>	Sent: 1/10/2023 8:05:54 AM Viewed: 1/10/2023 8:07:46 AM Signed: 1/10/2023 8:07:53 AM
Signature Adoption: Pre-selected Style Using IP Address: 174.56.109.88		

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Valerie Paulk Valerie.Paulk@gsd.nm.gov Signed of Behalf of State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None)	<i>Valerie Paulk</i>	Sent: 1/10/2023 8:07:56 AM Viewed: 1/10/2023 8:14:18 AM Signed: 1/10/2023 8:15:40 AM
Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10		

**Electronic Record and Signature Disclosure:**  
Accepted: 5/29/2020 9:40:59 AM  
ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	1/9/2023 12:17:16 PM
Certified Delivered	Security Checked	1/10/2023 8:14:18 AM
Signing Complete	Security Checked	1/10/2023 8:15:40 AM
Completed	Security Checked	1/10/2023 8:15:40 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

### **A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)**

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

## **B. Obtaining paper copies**

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

## **C. Withdrawing your consent**

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

## **D. Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

## **E. All notices and disclosures will be sent to you electronically**

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

## **F. How to contact GSD:**

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us)

## **G. To advise SPD of your new email address**

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of such request you must include your previous and new email addresses.

## **H. To request paper copies from SPD**

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

## **I. To withdraw your consent with SPD**

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to [GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us) and in the body of your request state your email address, full name, mailing address, and telephone number.

## **J. Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

## **K. Acknowledging your access and consent to receive and sign documents electronically**

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.