



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
20 Vendors

Number: 31-00000-22-00009

Amendment No.: Six

Term: January 9, 2025 – January 8, 2026

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

Procurement Specialist: Jessica Chavez *jc*

Telephone No.: (505) 500-9824

Email: jessica.chavez@gsd.nm.gov

Invoice:
As Requested at Time of Order

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

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from January 9, 2025 to January 8, 2026 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Natalie Martinez

Date: 1/8/2025

Dorothy Mendonca
New Mexico State Purchasing Agent

× **This Agreement was signed on behalf of the State Purchasing Agent**

Certificate Of Completion

Envelope Id: CFD14463-C5A2-4A85-8DBA-28DAACF41A06	Status: Completed
Subject: Please DocuSign: SPD SPA 31-00000-22-00009 Highway and Off-Road Heavy Equipment A006	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jessica Chavez
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	jessica.chavez@gsd.nm.gov
	IP Address: 164.64.62.10

Record Tracking

Status: Original	Holder: Jessica Chavez	Location: DocuSign
1/8/2025 3:46:42 PM	jessica.chavez@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: General Services Department	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Vanessa LeBlanc vanessa.leblanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None), Login with SSO	<i>VL</i> Signature Adoption: Pre-selected Style Using IP Address: 174.56.33.58	Sent: 1/8/2025 3:49:28 PM Viewed: 1/8/2025 3:52:17 PM Signed: 1/8/2025 3:52:22 PM

Electronic Record and Signature Disclosure:

Accepted: 6/2/2020 7:02:26 AM
ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Jessica Chavez jessica.chavez@gsd.nm.gov Procurement Specialist II Security Level: Email, Account Authentication (None)	<i>jc</i> Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 1/8/2025 3:52:23 PM Viewed: 1/8/2025 3:52:41 PM Signed: 1/8/2025 3:52:44 PM
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Natalie Martinez natalie.martinez1@gsd.nm.gov Deputy Director New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	<i>Natalie Martinez</i> Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 1/8/2025 3:52:45 PM Viewed: 1/8/2025 4:38:15 PM Signed: 1/8/2025 4:38:21 PM
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/8/2025 3:49:28 PM
Certified Delivered	Security Checked	1/8/2025 4:38:15 PM
Signing Complete	Security Checked	1/8/2025 4:38:21 PM
Completed	Security Checked	1/8/2025 4:38:21 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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

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 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 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 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.



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

Price Agreement Amendment

Awarded Vendor:
0000135408
MCT, Inc.
7451 Pan American Freeway NE
Albuquerque, NM 87109

Contact: Fermin Maes
Email: fmaes@mct-ind.com
Telephone No.: (505) 345-8651

Number: 31-00000-22-00009
Amendment No.: Five
Term: January 9, 2023- January 8, 2025

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

Procurement Specialist: Jessica Chavez *jc*

Telephone No.: (505) 500-9824

Email: jessica.chavez@gsd.nm.gov

Invoice:
As Requested at Time of Order

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

This amendment is to be attached to the respective Price Agreement and become a part thereof.

Correct Vendor Name (AQ) MCT, Inc:

From: 0000135408
MCT Industries, Inc.
To: 0000135408
MCT, Inc.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Natalie Martinez

Date: 12/4/2024

Dorothy Mendonca
New Mexico State Purchasing Agent
x **This Agreement was signed on behalf of the State Purchasing Agent**
Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

VL

Certificate Of Completion

Envelope Id: AD52D731B5F04CC9AD7E66A2487E9F94	Status: Completed
Subject: Please DocuSign: SPD SPA 31-00000-22-00009 Highway and Off Road Heavy Equipment A005	
Source Envelope:	
Document Pages: 2	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jessica Chavez
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	jessica.chavez@gsd.nm.gov
	IP Address: 164.64.62.10

Record Tracking

Status: Original	Holder: Jessica Chavez	Location: DocuSign
12/4/2024 8:51:17 AM	jessica.chavez@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: General Services Department	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Vanessa LeBlanc	<i>VL</i>	Sent: 12/4/2024 8:54:03 AM
vanessa.leblanc@gsd.nm.gov		Viewed: 12/4/2024 8:54:28 AM
Bureau Chief		Signed: 12/4/2024 8:54:32 AM
New Mexico General Services	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:
 Accepted: 6/2/2020 7:02:26 AM
 ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Jessica Chavez	<i>jc</i>	Sent: 12/4/2024 8:54:34 AM
jessica.chavez@gsd.nm.gov		Viewed: 12/4/2024 9:01:01 AM
Procurement Specialist II		Signed: 12/4/2024 9:01:06 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Natalie Martinez	<i>Natalie Martinez</i>	Sent: 12/4/2024 9:01:08 AM
natalie.martinez1@gsd.nm.gov		Viewed: 12/4/2024 9:34:11 AM
Deputy Director		Signed: 12/4/2024 9:34:19 AM
New Mexico General Services	Signature Adoption: Pre-selected Style	
Signing Group: 35000 - State Purchasing Agent	Using IP Address: 174.238.230.147	

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/4/2024 8:54:03 AM
Certified Delivered	Security Checked	12/4/2024 9:34:11 AM
Signing Complete	Security Checked	12/4/2024 9:34:19 AM
Completed	Security Checked	12/4/2024 9:34:19 AM

Payment Events	Status	Timestamps
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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.

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H. To request paper copies from SPD

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- 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.



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

Price Agreement Amendment

Awarded Vendor:
0000135408
MCT Industries, Inc.
7451 Pan American Freeway NE
Albuquerque, NM 87109

Contact: Fermin Maes
Email: fmaes@mct-ind.com
Telephone No.: (505) 345-8651

Number: 31-00000-22-00009

Amendment No.: Four

Term: January 9, 2023- January 8, 2025

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

Procurement Specialist: Jessica Chavez *JC*

Telephone No.: (505) 500-9824

Email: jessica.chavez@gsd.nm.gov

Invoice:
As Requested at Time of Order

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

This amendment is to be attached to the respective Price Agreement and become a part thereof.

Correct Vendor ID for Vendor (AQ) MCT Industries, Inc:

From: 0000046837 MCT Industries, Inc. **To: 0000135408 MCT Industries, Inc.**

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 11/22/2024

Dorothy Mendonca
New Mexico State Purchasing Agent


Certificate Of Completion

Envelope Id: 5F7A9857B8884C808CF39F693734A7C8	Status: Completed
Subject: Please DocuSign: SPD SPA 31-00000-22-000009 Highway and Off Road Heavy Equipment A004	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jessica Chavez
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	jessica.chavez@gsd.nm.gov
	IP Address: 164.64.62.10


Record Tracking

Status: Original 11/21/2024 3:17:41 PM	Holder: Jessica Chavez jessica.chavez@gsd.nm.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: General Services Department	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Vanessa LeBlanc vanessa.leblanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 11/21/2024 3:18:56 PM Viewed: 11/21/2024 3:20:34 PM Signed: 11/21/2024 3:20:46 PM

Electronic Record and Signature Disclosure:
Accepted: 6/2/2020 7:02:26 AM
ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Jessica Chavez jessica.chavez@gsd.nm.gov Procurement Specialist II Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 11/21/2024 3:20:47 PM Viewed: 11/21/2024 3:21:23 PM Signed: 11/21/2024 3:21:28 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 11/21/2024 3:21:30 PM Viewed: 11/22/2024 6:48:55 AM Signed: 11/22/2024 6:48:59 AM
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Electronic Record and Signature Disclosure:
Accepted: 4/14/2023 7:24:59 AM
ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

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
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/21/2024 3:18:56 PM
Certified Delivered	Security Checked	11/22/2024 6:48:55 AM
Signing Complete	Security Checked	11/22/2024 6:48:59 AM
Completed	Security Checked	11/22/2024 6:48:59 AM

Payment Events	Status	Timestamps
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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 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 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 and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

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<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.



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(BC) 0000179104
Dyson Ventures IHW LLC
dba Iron Horse Welding LLC
5024 Broadway Blvd SE
Albuquerque, NM 87105

Contact: Frederick Dyson
Email: fred@dysonventures.com
Telephone No. (843) 263-5022

Number: 31-00000-22-00009

Amendment No.: Three

Term: January 9, 2023 – January 8, 2025

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

Procurement Specialist: Karen G. Acosta Gonzalez *KGA*

Telephone No.: (505) 372-9264

Email: Karen.Acosta-Gonzal@gsd.nm.gov

Invoice:
As Requested at Time of Order

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

This amendment is to be attached to the respective Price Agreement and become a part thereof.

Name Change for Vendor (AL) Allen Grisham:

From:
(AL) 0000042790
Iron Horse Welding, LLC
PO Box 1521
Peralta, NM 874042

To:
(BC) 0000179104
Dyson Ventures IHW LLC
dba Iron Horse Welding LLC
5024 Broadway Blvd SE
Albuquerque, NM 87105

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Natalie Martinez

Date: 4/15/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

× **This Agreement was signed on behalf of the State Purchasing Agent**

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

MS


Certificate Of Completion

Envelope Id: 2C25D05455C7410EB31B4AD18CA70972	Status: Completed
Subject: Amendment 31-00000-22-00009 Highway and Off Road Heavy Equipment	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Karen G Acosta
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	Karen.Acosta-Gonzal@gsd.nm.gov
	IP Address: 164.64.62.10


Record Tracking

Status: Original	Holder: Karen G Acosta	Location: DocuSign
4/11/2024 5:15:54 PM	Karen.Acosta-Gonzal@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

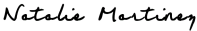
Signer Events

Signer Events	Signature	Timestamp
Michael Saavedra		Sent: 4/11/2024 5:18:23 PM
Michael.Saavedra@gsd.nm.gov		Viewed: 4/12/2024 7:25:08 AM
IT and Const. Bureau Chief		Signed: 4/12/2024 7:25:15 AM
New Mexico General Services	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:
 Accepted: 6/4/2020 11:04:51 AM
 ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Karen G Acosta		Sent: 4/12/2024 7:25:16 AM
karen.acosta-gonzal@gsd.nm.gov		Viewed: 4/15/2024 7:40:23 AM
Procurement Specialist		Signed: 4/15/2024 7:40:26 AM
New Mexico General Services	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Natalie Martinez		Sent: 4/15/2024 7:40:27 AM
Natalie.Martinez1@gsd.nm.gov		Viewed: 4/15/2024 8:22:47 AM
Deputy Director		Signed: 4/15/2024 8:22:52 AM
New Mexico General Services	Signature Adoption: Pre-selected Style	
Security Level: Email, Account Authentication (None)	Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/11/2024 5:18:23 PM
Certified Delivered	Security Checked	4/15/2024 8:22:47 AM
Signing Complete	Security Checked	4/15/2024 8:22:52 AM
Completed	Security Checked	4/15/2024 8:22:52 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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

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 and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

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I. To withdraw your consent with SPD

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

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

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- 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.



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

Statewide Price Agreement Amendment

**Awarded Vendor:
27 Vendors**

Number: 31-00000-22-00009

Amendment No.: Two

Term: January 9, 2023 – January 8, 2025

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

Procurement Specialist: Karen G. Acosta Gonzalez *KGA*

Telephone No.: (505) 372-9264

Email: Karen.Acosta-Gonzal@gsd.nm.gov

Invoice:
As Requested at Time of Order

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

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from January 9, 2024 to January 8, 2025 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Date: 1/9/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

Certificate Of Completion

Envelope Id: B1AAB0C7EBA34253801F74073FA336DC	Status: Completed
Subject: 31-00000-22-00009 Highway and Off Road Heavy Equipment	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Karen G Acosta
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	Karen.Acosta-Gonzal@gsd.nm.gov
	IP Address: 164.64.62.10

Record Tracking

Status: Original	Holder: Karen G Acosta	Location: DocuSign
1/9/2024 1:56:31 PM	Karen.Acosta-Gonzal@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign


Signer Events

Signature	Timestamp
Natalie Martinez	Sent: 1/9/2024 1:57:47 PM
Natalie.Martinez1@gsd.nm.gov	Viewed: 1/9/2024 2:34:34 PM
Deputy Director	Signed: 1/9/2024 2:34:37 PM
New Mexico General Services	
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style
	Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Karen G Acosta Gonzalez	<i>KGA</i>	Sent: 1/9/2024 2:34:38 PM
Karen.Acosta-Gonzal@gsd.nm.gov		Viewed: 1/9/2024 2:35:06 PM
Procurement Specialist		Signed: 1/9/2024 2:35:16 PM
New Mexico General Services		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dorothy Mendonca		Sent: 1/9/2024 2:35:18 PM
dorothy.mendonca@gsd.nm.gov		Viewed: 1/9/2024 3:58:22 PM
SPD Division Director / State Purchasing Agent		Signed: 1/9/2024 3:58:24 PM
General Services Department		
Security Level: Email, Account Authentication (None)	Signature Adoption: Uploaded Signature Image	
	Using IP Address: 73.242.198.163	

Electronic Record and Signature Disclosure:
Accepted: 4/14/2023 7:24:59 AM
ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

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

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/9/2024 1:57:47 PM
Certified Delivered	Security Checked	1/9/2024 3:58:22 PM
Signing Complete	Security Checked	1/9/2024 3:58:24 PM
Completed	Security Checked	1/9/2024 3:58:24 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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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.

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G. To advise SPD of your new email address

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H. To request paper copies from SPD

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

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

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

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- 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.



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

Statewide Price Agreement Amendment

Awarded Vendor:
(BB)0000172231
Rays Truck Service 54 LLC
dba Rays Truck Service
1808 Mountain Road
Tucumcari, NM 88401-4301

Number: 31-00000-22-00009

Amendment No.: One

Term: January 9, 2023 – January 8, 2024

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)

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately:

Update Vendor Information:

From:
(AW) 0000048074
Rays Truck Service Inc
Contact: Bret Block
Email: RTSTucumcari@yahoo.com
Telephone: (575) 461-3077

To:
(BB) 0000172231
Rays Truck Service 54 LLC
Contact: Pat Mangat
Email: raystruckservice54@gmail.com
Telephone: (559) 260-7530 or (575) 461-3077

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Acting New Mexico State Purchasing Agent

Date: 3/15/2023


Certificate Of Completion

Envelope Id: 8A9BEA53230F4E63B50011570E97FED2	Status: Completed
Subject: Please DocuSign: 31-00000-22-00009 Highway and Off Road A001	
Source Envelope:	
Document Pages: 1	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: 174.56.109.88

Record Tracking

Status: Original	Holder: Tami Concha	Location: DocuSign
3/15/2023 10:14:57 AM	Tami.Concha@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Natalie Martinez		Sent: 3/15/2023 10:23:08 AM
natalie.martinez1@gsd.nm.gov		Viewed: 3/15/2023 10:23:49 AM
New Mexico General Services		Signed: 3/15/2023 10:23:54 AM
Security Level: Email, Account Authentication (None)		Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tami Concha		Sent: 3/15/2023 10:23:55 AM
tami.concha@gsd.nm.gov		Viewed: 3/15/2023 10:24:20 AM
Procurement Specialist II		Signed: 3/15/2023 10:24:26 AM
New Mexico General Services, State Purchasing Division		Signature Adoption: Pre-selected Style Using IP Address: 174.56.109.88

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Valerie Paulk		Sent: 3/15/2023 10:24:27 AM
Valerie.Paulk@gsd.nm.gov		Viewed: 3/15/2023 10:25:12 AM
Signed of Behalf of State Purchasing Agent		Signed: 3/15/2023 10:25:23 AM
New Mexico General Services		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

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/15/2023 10:23:08 AM
Certified Delivered	Security Checked	3/15/2023 10:25:12 AM
Signing Complete	Security Checked	3/15/2023 10:25:23 AM
Completed	Security Checked	3/15/2023 10:25:23 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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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

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 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 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 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.



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

MM

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 31-00000-22-00009

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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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Statewide Price Agreement #: 31-00000-22-00009

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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:

<p>(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</p>	<p>Payment Term: Net 30</p> <p>Delivery: All Parts and Service jobs will be quoted on an individual basis. Labor is 72 hours</p>
<p>(AB) 0000050909 Action Hose & Hydraulics Inc. 3315 Stanford Dr NE Albuquerque, NM 87107 Andrew Ortiz (505) 880-8500 sales@actionhoseinc.com</p>	<p>Payment Term: Net 30 days</p> <p>Delivery: FOB Destination</p>
<p>(AC) 0000047770 Albuquerque Motor Company dba Melloy Dodge 9621 Coors Blvd NW Albuquerque, NM 87114 Jason Sanchez (505) 843-9600 servicemanager@melloydodge.com</p>	<p>Payment Term: Net 30</p> <p>Delivery: none</p>
<p>(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</p>	<p>Payment Term: N30 w Corporate Billing Acct</p> <p>Delivery: As requested</p>
<p>(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</p>	<p>Payment Term: Net 30</p> <p>Delivery: As Requested</p>

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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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**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**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

walkerk@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**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.comHeather Price; Service/Field Service: price_heather@wagnerequipment.comProduct Support Manager: Tony Rodriguez, rodriguez_joe@wagnerequipment.comParts Manager, Kyle Warner, 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
1	1	Parts - Discount off Vendors' most current list price		
		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
2	1	Labor - Shop Rate - Highway Trucks		
		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
3	1	Labor - Shop Rate - Heavy Equipment		
		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 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.	\$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
4	1	Labor - Field Rate - Highway Trucks		
		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
5	1	Labor - Field Rate - Heavy Equipment		
		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
6	1	Labor - After Hours Rate - Highway Trucks		
		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
7	1	Labor - After Hours Rate - Heavy Equipment		
		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
8	1	Mileage - Field Service Calls		
		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 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.	\$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
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)		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)		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

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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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

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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

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 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 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 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.