



State of New Mexico
General Services Department
Purchasing Division

GSD/PD (Rev. 04/ 19)

Statewide Price Agreement Amendment

Awarded Vendor:
0000143288
411 Equipment, LLC 1815
4TH Street NW
Albuquerque, NM 87102

Price Agreement Number: 90-000-19-00063

Price Agreement Amendment No.: Two

Tenn: July 29, 2019-July 28, 2020

Email: mmarquez@411equipment.com
Telephone No. (505) 280-9143

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

Procurement Specialist: Raelynn Lujan **W**

Telephone No.: (505) 827-0484

Email: raelynn.lujan@state.nm.us

Invoice:
As Requested

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

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

This amendment is issued to reflect the following effective immediately:

Vendor (AP) MJM Service & Repair has been acquired by 411 Equipment, LLC.

From:	To:
(AP) 0000142503	(AP) 0000143288
MJM Service & Repair	411 Equipment LLC
8528 Powder Ct NW	1815 4 th Street NW
Albuquerque, NM 87120	Albuquerque, NM 87102
	(505) 280-9143

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


Mark Hayden, New Mexico State Purchasing Agent

Date: 10/3/2019



State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
23 Vendors- Please see page 6

Price Agreement Number: 90-000-19-00063

Payment Terms: Net 30

Telephone No. ____

F.O.B.: Destination

Delivery: See page 6 for details

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

Procurement Specialist: Raelynn Lujan ~ Telephone

No.: (505) 827- 0484

Email: raelynn.lujan@state.nm.us

Invoice:
As Requested

Title: Highway and Off Road Heavy Equipment and Truck Repairs (Parts & Labor) Term: July

29, 2019 thru July 28, 2020

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

Accepted for? ~t~Me(xico

Mark Hayden, New Mexico State Purchasing Agent

A handwritten signature in black ink, appearing to read "M. Hayden", written over a horizontal line.

Date: 7/29/2019

State of New Mexico General
Services Department Purchasing
Division
Price Agreement#: 90-000-19-00063

Page-2

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.
6. **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

State of New Mexico General
Services Department Purchasing
Division
Price Agreement #: 90-000-19-00063

Page-3

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

State of New Mexico General
Services Department Purchasing
Division
Price Agreement#: 90-000-19-00063

Page-4

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

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

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

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

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goalsof 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 pricers); however they may not describe the item(s) fully.

Article IV - Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V - Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's

State of New Mexico General
Services Department Purchasing
Division
Price Agreement#: 90-000-19-00063

Page-5

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

Article VI - Amendment

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

Article VII - Indemnity Clause

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

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII - Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article IX - Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article X-Price Schedule

Prices as listed in the price schedule hereto attached are firm.

State of New Mexico General
Services Department Purchasing
Division
Price Agreement#: 90-000-19-00063

Page-6

Awarded Vendors:

(AP) 0000142503
MJM Service & Repair
8528 Powder Ct NW
Albuquerque, NM 87120
(505) 350-9335
mjmservice@comcast.net

Delivery: As per quote

State of New Mexico General
Services Department Purchasing
Division
Price Agreement #: 90-000-19-00063

Page-10

Specifications:

To establish a Statewide Price Agreement for performing preventive maintenance, mechanical repairs, parts procurement, component/attachment repairs, materials and/or labor over \$500.00 on highway and off road heavy equipment and trucks over 19,000 pounds GVWR. **(no automotive or light trucks).**

Term:

The term of this 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 agreement shall not exceed four (4) years.

Materials/Equipment:

Highway and off road heavy equipment shall be defined as:

- Trucks over 19,000 lbs. GVWR
 - Trailers
 - Oil distributors
 - Motor graders
 - Loaders
 - Backhoes
 - Excavator
 - Crawler tractors
 - Agricultural tractors
 - Mowers
 - Highway sweepers
 - Milling machines
 - Skid steer loaders
 - Asphalt pavers
 - Screening plants
 - Rollers (steel & pneumatic)
 - Forklifts
 - Augers
 - Jet rodders
 - Snow blower
 - Drill rigs
 - Other highway and off road heavy equipment not listed that only pertains to this Price Agreement.

Components and attachments shall be defined as:

- Vehicle mounted attenuators
- Traffic alerting devices
- Gasoline and diesel engines
- Transmissions (manual/automatic)
- Clutches
- Axles/differentials
- Tire repairs/foam filling
- Sheet metal/fiberglass/paint body work
- Wheel/frame alignments
- Windshields
- Dump bodies
- Salt spreaders
- Snow plows

State of New Mexico General
Services Department Purchasing
Division
Price Agreement#: 90-000-19-00063

Page-11

- Liquid deicers
- Water tanks
- Hydraulic pumps
- Water pumps
- Valves
- Controls
- Cylinders
- Air compressors
- Welders
- Wet kits and aerial devices

Minimum Requirements:

Vendor's bids shall indicate the brands/types of equipment/trucks serviced and/or services they provide. Vendors must also include the standard commercial shop/hourly rate and the discounted commercial shop/hourly rate. Each bid will include the vendor's % discount from published list prices. **No add-on prices to list price will be allowed.**

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 awarded vendors(s) upon request shall furnish the users with a copy of the price schedule(s) and/or labor flat rate schedule at no additional cost.

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 ensure the Agency they have the capability and facilities 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 subassembly 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.

A 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.

State of New Mexico General
Services Department Purchasing
Division
Price Agreement #: 90-000-19-00063

Page-12

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 get 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 of used fluids is not acceptable.**

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
- Serial 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.

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 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 (in excess of \$500.00) that are necessary for the repair and maintenance of highway heavy equipment and trucks. This agreement does not authorize the purchase of any batteries, tires, anti-freeze, filters (oil, air, fuel, etc) oils, lubricants (unless part of a service package), tire chains, light bars, warning lights, cool cushions, spray paint, automotive glass, and automotive accessories.

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.

Warranties:

Twelve (12) months or twelve thousand (12,000) miles/two hundred fifty (250) hours warranty is required on engines, transmissions and differentials. All other components and parts shall have a warranty of ninety (90) days.

State of New Mexico General
Services Department Purchasing
Division
Price Agreement#: 90-000-19-00063

Page-13

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.

Billing/shipping locations and contacts:

"Various Locations throughout the State of New Mexico".

State of New Mexico General
Services Department Purchasing
Division
Price Agreement #: 90-000-19-00063

Page-29

Items:

0001

Parts discount off of vendors most current list price
(by%) 0%

Vendor (AP)
MJM Service &
Repair

Indicate standard commercial hourly shop/labor rates \$
125.00 (required)

Indicate discounted commercial hourly shop/labor rate \$
110.00 (required)

Vendor must indicate below the brand/type of equipment/trucks serviced or the type of services to be provided;
(required)

We provide mobile service with a charge of \$1.50 a mile and \$110 an hour for travel time. We work on
Trucks over 19,000 lbs. GVWR.

All Type Loaders, All Type Backhoes, All Type Excavators,
All Type Crawler Tractors, All Type Agricultural Tractors,
All Type Highway Sweepers, All Type Skid Steer Loaders, All Type Jet Rodders, All Type Combination- Jet
Rodders, All Type Fire Trucks, All Type First Responder units, Repairs on components; traffic alerting devices,
safety lighting install, gasoline and diesel engine repair, drive train repairs, electrical system trouble shooting and
component repair, hydraulic system trouble shooting and component repair, water system trouble
shooting and component repair, gear boxes, and impeller assemblies.