

# MEMORANDUM

**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director RLK  
**Date:** August 14, 2014  
**Subject:** Request for Approval to Purchase a Snow Plow and Vehicle Accessories from Clark Truck Equipment Company, Inc. of Albuquerque, NM, Under New Mexico Statewide Price Agreements 10-000-00-00087 and 11-000-00-00077 in the Amount of \$8,540.00.

## BACKGROUND AND SUMMARY:

The Agency is requesting to purchase a snow plow and vehicle accessories for a new truck in order for the truck to serve its intended purposes. The table below itemizes the truck, its usage, general duties, and required accessories and equipment.

Vehicle	Usage	Duties	Required Accessories/Equipment
2015 Ford F-350 (one ton truck)	BuRRT	Transport staff, tools and materials to and from BuRRT and landfill in support of BuRRT operations. Snow plows during winter months at BuRRT and adjoining roads ( Buckman Road and Paseo de Vista)	Headache rack, warning light, and one 8-foot heavy duty snow plow package.

Clark Truck Equipment Company of Albuquerque, NM, has two New Mexico Statewide Price Agreements (NMSPA) to cover the snow plow package and truck related accessories: 10-000-00-00087 and 11-000-00-00077. Both NMSPA's establish a discount over the retail pricing for all product lines being represented. The table below itemizes the specific snow plow along with the accessories being requested. Note that all prices include installation related costs.

Description	Cost	New Mexico Statewide Price Agreement
Headache rack	\$475.00	11-000-00-00077
Warning light bar with switch wired in cab	\$1005.00	10-000-00-00087
Fisher model HD8 heavy duty snow plow package	\$7,060.00	10-000-00-00087
Total purchase price for accessories/equipment	\$8,540.00	-

The installation of the snow plow package and vehicle accessories on the truck will take place after the delivery of the truck in 60-90 days from the dealership.

Funding is available in the Operating Fund.

**ACTION REQUESTED:**

The Agency is requesting the Board approve the purchase of a snow plow and vehicle accessories from Clark Truck Equipment Company, Inc. of Albuquerque, NM, under New Mexico Statewide Price Agreements 10-000-00-00087 and 11-000-00-00077 in the amount of \$8,540.00.

The Agency also requests approval of a budget increase to 52501.570500 (Capital Outlay – Machinery and Equipment) from 5500.100700 (Operating Fund Cash) in the amount of \$8,540.00 and for audit purpose the transfer to and from 5502.100700 (Equipment Reserve Fund).

- Attachment:
- 1) Budget Adjustment Request
  - 2) Clark Truck Equipment Company, Albuquerque, NM
  - 3) New Mexico Statewide Price Agreement 10-000-00-00087
  - 4) New Mexico Statewide Price Agreement 11-000-00-00077

**ATTACHMENT**

Budget Adjustment Request

# City of Santa Fe, New Mexico

## BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME <b>SANTA FE SOLID WASTE MANAGEMENT AGENCY</b>				DATE		
ITEM DESCRIPTION	BU / LINE ITEM	<--(Finance Dept Use Only)-->		INCREASE	DECREASE	
		SUBLEDGER / SUBSIDIARY	DR / (CR)			
Operating Fund	52501.700150	5502	DR	8,540.00		
Equipment Replacement Fund	51502.600150	5500	(CR)	(8,540.00)		
Equipment Replacement Fund	52502.700150	5500	DR	8,540.00		
Operating Fund	51500.600150	5502	(CR)	(8,540.00)		
C/O Equipment & Machinery	52501.570500		DR	8,540.00		
<b>JUSTIFICATION:</b> (use additional page if needed) --Attach supporting documentation/memo				<b>TOTAL</b>	8,540.00	-

BAR to move cash from 5500.100700 (Operating Fund) to 5502.100700(Equipments Reserve Fund) and Reverse

(Audit Trail) to Snow Plow and Accessories from Clark Truck Equipment-Approved at JPB MTG-August 21,14

Angelica G. Salazar _____ Date	<b>CITY COUNCIL APPROVAL</b>		Budget Officer _____ Date	
	City Council Approval Required <input type="checkbox"/>			Finance Director _____ Date
	City Council Approval Date <input type="text"/>			
Randall Kippenbrock, P.E. Exec Director _____ Date	Agenda Item #: <input type="text"/>	City Manager _____ Date		

**ATTACHMENT**

Clark Truck Equipment Company, Albuquerque, NM



Serving New Mexico for Over 60 Years "The Best Service"  
**CLARK**  
TRUCK EQUIPMENT CO., INC.

501 Industrial NE / P.O. BOX 3483 / Albuquerque, New Mexico 87190-3483  
Telephone (505) 880-8222 / Toll Free 1-800-678-2741 / Fax (505) 880-8288  
[www.cte-nm.com](http://www.cte-nm.com)

Santa Fe Solid Waste Management Agency  
149 Wild Lift Way  
Santa Fe, NM 87506

Attention; Phillip Lucero

Phone 505-231-7617  
[plucero@sfswma.org](mailto:plucero@sfswma.org)

July 31<sup>st</sup> 2014

Vehicle 2015 Ford F350 4x4

Provide and install Fisher model HD8 heavy duty snow plow package to include 8 foot moldboard with trip edge and replaceable cutting edge, custom mounting kit, sector and A frame, light kit. Power unit with inside cab control to provide raise, lowering, right and left angle of blade. Per NMSPA 10-000-00-00087

Lot net installed \$ 7060.00

Estimated availability 2 to 3 weeks A.R.O.

Provide and install louvered headache rack per NMSPA 11-000-00-00077

Installed \$ 475.00

Provide and install Federal JLX series warning light wired to switch in cab. per NMSPA 10-000-00-00087

Installed \$ 1005.00

Total \$ 8540.00

The estimated availability of the mounting and light kit is 10 to 14 days A.R.O. Price quoted is assuming no installation interference and that no addition parts will be required

Thank you for giving us the opportunity to quote your equipment requirements. If you have any questions please do not hesitate in contacting us.

Rick Tibbetts

**ATTACHMENT**

New Mexico Statewide Price Agreement 10-000-00-00087



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

<b>Awarded Vendor</b> 81 Vendors  Telephone No. _____
--

Price Agreement Number: 10-000-00-00087

Price Agreement Amendment No.: Two

Term: September 12, 2011 thru September 11, 2014

<b>Ship To:</b> All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.
<b>Invoice:</b> <p style="text-align: center;">As Requested</p>

Procurement Specialist: Sandra Lujan *SL*

Telephone No.: (505) 827-0242

Title: **Automotive Vehicle Maintenance, Repairs, Parts and Labor**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from September 12, 2013 to September 11, 2014 at the same price, terms and conditions to all vendors except (CX) 0000047231 R&L Service Center and (CZ) 0000047030 Werner Tire Service, who do not wish to extend.

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

*Paul Keppert*  
 \_\_\_\_\_  
 New Mexico State Purchasing Agent

Date: 9/10/2013

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

VL  
*[Handwritten initials]*  
 P.A.





State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

<p><b>Awarded Vendor</b> 83 Vendors</p>   <p>Telephone No. _____</p>
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Price Agreement Number: 10-000-00-00087

Price Agreement Amendment No.: One

Term: Sept. 12, 2011 Thru Sept. 11, 2013

<p><b>Ship To:</b> All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.</p>
<p><b>Invoice:</b>  As Requested</p>

Procurement Specialist: Sandra Lujan *SL*

Telephone No.: (505) 827-0242

**Title: Automotive Vehicle Maintenance, Repairs, Parts and Labor**

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

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from September 12, 2012 to September 11, 2013 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

*George J. Beebe* *For* *9/11/12*  
New Mexico State Purchasing Agent

Date: 9/10/2012

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

*sl*



# State of New Mexico General Services Department

## Statewide Price Agreement

<b>Awarded Vendor</b> 83 Vendors - See Page 6  Telephone No. _____
---

Price Agreement Number: 10-000-00-00087

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested by User

<b>Ship To:</b> All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.
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Procurement Specialist: Sandra Lujan *SL*

Telephone No.: (505) 827-0242

<b>Invoice:</b> Statewide
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Title: **Automotive Vehicle Maintenance, Repairs, Parts and Labor**

Term: **September 12, 2011 thru September 11, 2012**

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

Accepted for the State of New Mexico

\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 9/6/2011

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

VL *[Signature]*

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-000-00-00087

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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. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
  - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

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

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

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 13-1-99 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. 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. 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.

### 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 twenty (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 agree to maintain for the term of the contract health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed two hundred fifty thousand dollars (\$250,000).

B. Contractor agrees to maintain a record of the number of 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 employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following website link for additional information:

<http://insurenemexico.state.nm.us/>

State of New Mexico  
General Services Department  
Purchasing Division  
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**New Mexico Pay Equity Initiative**

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

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

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

The PE10-249 and PE250 worksheet is available at the following website:  
<http://www.generalservices.state.nm.us/spd/guidance.doc>

### **Statewide Price Agreement**

#### **Article I – Statement of Work**

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

#### **Article II – Term**

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

#### **Article III – Specifications**

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

#### **Article IV – Shipping and Billing Instructions**

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

#### **Article V – Termination**

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

#### **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 – Issuance of Orders**

Only written signed orders are valid under this Price Agreement.

#### **Article VIII – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

#### **Article IX – Price Schedule**

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

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 10-000-00-00087

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**Awarded Vendors:**

**Alamogordo**

(AA)

0000052150

Sacramento Tire & Auto Service

1615 Tenth Street

Alamogordo, NM 88310

(575) 437-1660

**Albuquerque**

(AB)

0000049317

Albuquerque Brake & Alignment, Inc.

PO Box 93668

Albuquerque, NM 87199-3668

(505) 822-9140

(AC)

0000042058

American Collision & Towing

4815 Jefferson St NE

Albuquerque, NM 87109

(505) 881-1081

(AD)

0000050290

Christian's Automotive Suspensions, Inc.

8811 2nd St. NW

Albuquerque, NM 87114

(505) 899-2400

(AE)

0000051704

Corley's Albuquerque Lincoln Volvo

9000 Pan American Freeway NE

Albuquerque, NM 87113

(505) 260-2200

(AF)

0000083040

Cross Country Auto Parts, LLC

dba ABQ Auto Parts

100 Industrial Ave NE

Albuquerque, NM 87107

(505) 247-2703

State of New Mexico  
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**(AG)**

0000045851  
Clark Truck & Equipment  
501 Industrial NE  
Albuquerque, NM 87107  
(505) 880-8222

**(AH)**

0000042695  
Dugger's Services Inc.  
7601 San Pedro Dr NE  
Albuquerque, NM 87109  
(505) 823-9696

**(AI)**

0000047618  
Ethridge Tire Center  
6201 Montgomery Blvd NE  
Albuquerque, NM 87109  
(505) 883-7206

**(AJ)**

0000053521  
Federated Fleet & Automotive Service  
8207 Central NE  
Albuquerque, NM 87106  
(505) 266-7343

**(AK)**

0000049931  
Fincham Enterprises  
5601 Wilshire NE  
Albuquerque, NM 87113  
(505) 821-1666

**(AL)**

0000090703  
The Garage Inc.  
6441 Western Trail NW  
Albuquerque, NM 87120  
(505) 352-5152

**(AM)**

0000050170  
J.J.'s Premier Tire & Service Inc.  
7340 San Antonio Drive NE  
Albuquerque, NM 87109  
(505) 821-5771



State of New Mexico  
General Services Department  
Purchasing Division  
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Establish a Statewide Price Agreement for Automotive Vehicle Maintenance, Repairs, Parts, Materials, Towing services, warranty and/or labor of/on motor vehicles.

Vendors may bid on any or all items.

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 two (2) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This agreement shall not exceed three (3) years.

If applicable, for subsequent years, vendors must submit written justifications and supporting data to increase price(s) for commodities to be delivered and/or services to be rendered in an amount not to exceed two percent (2%) per year to the New Mexico Purchasing Director for his review and approval.

**Scope:**

User agency vehicles consist of, gasoline, diesel and alternative fuel sedans, station wagons, SUV's, vans and trucks (2X2 and 4X4) not to exceed 26,000 lbs. GVW.

**The Procurement Scope of this Agreement Includes the Following Services:**

All warranty and extended warranty maintenance and/or repair work to motor vehicles in accordance with manufacturer's specifications. Warranty and extended warranty periods will vary depending on vehicle make, year, model and mileage.

All preventative maintenance to motor vehicles shall be in accordance with manufacturer's or departments specifications and maintenance schedules.

All repair costs greater than \$500.00 (parts and labor) must receive prior approval from the appropriate fleet manager prior to executing any repair. The user agency will provide an authorization number that the vendor shall include on work orders and invoices.

The vendor shall contact the using agency to get contact person's name and for agencies approval requirements for any repairs.

Motor vehicle oil changes, lubrication and associated services.

All towing services for motor vehicles as required by the user agency or designee, including transportation of all passengers.

During regularly scheduled workday hours, designees are responsible for contacting successful towing service vendors to have vehicles towed to a successful motor vehicle repair, vendor's place of business.

During off hours, the designee or user agency is responsible for contracting the successful towing service vendor(s) or central radio dispatch. The successful towing service vendor(s) shall be responsible for ensuring the safety and security of the user agency's motor vehicle.

Tow truck operators are to bid based on hook-up, mileage rates and emergency services (fuel, tire change, battery chargers, etc.).

Tow truck operators called for customer lock-out shall invoice the user agency.

State of New Mexico  
General Services Department  
Purchasing Division  
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**The Procurement Scope of this Agreement Includes Automotive Parts:**

Parts and tools will be billed at the maximum discount offered by the manufacturer or supplier. Cost for parts and supplies will be itemized separately on each invoice and will indicate list price less discount offered. In cases where the manufacturer's current retail price or vendor's cost list is non-existent, the user agency will be billed at the actual net cost to the vendor for such items. The user agency agrees to compensate the awarded vendor actual freight and handling charges incurred in the procurement of "special order parts", which are not normally stocked items, provided that authorization is granted by the user agency prior to the time of order.

**Shipping note:** Prepay freight and add to invoice as a separate item.

Successful vendor(s) must carry an adequate inventory supply of parts to service the user agency needs without undue delays. All parts and materials shall carry the manufacturer's standard warranty. All other standard business practices shall be extended to the user agency.

The user agency reserves the right to request the return of or inspection of any part(s), accessory(ies), or subassembly(ies) replaced on motor vehicles to effect the repair. Parts and materials must be new and conform to the original manufacturer's specifications, unless otherwise approved by the user agency. Rebuilt assemblies may be used in the repair of motor vehicles, with prior approval of the user agency when such is standard industry practice and the rebuilt assembly or subassembly carries the same manufacturer or remanufacture warranty as a new assembly or subassembly. Any part(s) removed are the property of the State and price is predicated upon an exchange basis with the part replaced.

**Warranty:**

Repair warranty of power train, drive train and other major components shall be for a period of six (6) months from the date of repair or the accepted industry standard, whichever is greater.

All other components shall have a warranty of ninety (90) days or the accepted industry standard whichever is greater.

Vendor will bear the cost (parts and labor) of warranty repairs done on a call-back basis.

General procurement, service, labor, reporting and invoicing requirements:

All vendors shall specify the manufacturer(s), type(s), part(s) and services of motor vehicles they are bidding. The user agency motor vehicle parts prices shall be those listed in the manufacturer's published price schedules less discount offered. If breakdown of discount is necessary, please submit as an attachment to this bid. "No add-on prices to list price will be allowed". Indicate on the attached sheet the makes/models of motor vehicles your firm offers service/repairs for, parts discount, price list number, and price list effective date for manufacturers indicated.

Successful vendor(s), upon request, shall furnish the users with a copy of the price schedule(s) and flat rate manuals, or relevant parts thereof, at no additional cost. Furthermore, the successful vendor(s) shall insure that all work will be professionally diagnosed, and that maintenance repairs and/or adjustments will be performed only by factory trained and certified mechanics and/or ASE certified mechanics.

All work shall be performed without unnecessary delays. In the event of malfunctioning of any given part while under warranty, vendor shall replace such part at no extra cost to the State of New Mexico for the part or for labor.

Successful vendor(s) shall have adequate manufacturer's or commercially published repair and specifications manual(s) for all motor vehicles bid.

State of New Mexico  
General Services Department  
Purchasing Division  
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Vendors bidding are cautioned that they must insure the user that they have the capability and facilities to provide the services they are bidding. Vendors lacking the above may have their bid rejected or contract cancelled. The user agency reserves the right to inspect the prospective vendor's motor vehicle repair facility prior to and/or after making a recommendation of award, and anytime during the term of the agreement(s).

Successful vendor(s) may 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 will be provided at no charge if it can be performed without excessive tear-down time. Tear-down must have prior agency approval.

Successful vendors agree to provide services in accordance with instructions contained in this or any associated/attached documents, and only against specific orders which the SCFA may place with the vendor during the term of this contract.

Cost of repairs and supply of parts, for work other than that authorized by the user agency will not be paid for unless prior approval is granted by the user agency.

Each vehicle repaired shall be identified as to license number, make/model, VIN number and mileage, and will be invoiced separately against a specific order. (NMDOT fixed asset # and/or unit number)

When applicable, all labor charges on the invoice will be broken down to indicate the number of hours consumed in performing specific tasks.

In the event that a prospective vendor is not certified to conduct all automotive repairs or specializes in a particular automotive system, it is necessary that the prospective vendor indicate the maintenance and repair of specific automotive systems on attached list.

**Important: Gross receipts or local tax applies to labor only. Tax shall not be applied to parts or materials furnished.**

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

Prices quoted 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, equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to complete the work provided. The prices quoted herein include an amount sufficient to cover such costs.

Awards may be to vendors within counties, cities, towns, or any method that is in the best interest of the State of New Mexico.

This Price Agreement is established as a source and convenience for the State of New Mexico. It is the responsibility of the user agency to utilize this contract in the best interest of the State. Multiple awards will be made to service the best interest of the user agency(ies).

This agreement authorizes the procurement of all repairs, parts and materials and/or labor that are necessary for the repair and maintenance of all user agency motor vehicles.

This Price Agreement cannot be used for stockpiling of parts such as; batteries, tires, anti-freeze, filters, (oil, air, fuel, etc) oils, automotive glass, lubricants. Tire chains, sirens, warning lights, cool cushions, spray paint and convenience decorative items are not authorized to be purchased under this Price Agreement. These items may be covered under individual State Price Agreements and may require separate procurement documents.

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 10-000-00-00087

Item	Approx. Qty.	Unit	Article and Description	Unit Price
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**(AE) Corley's Albuquerque Lincoln Volvo – Albuquerque**

List vehicle manufacturer/brands vendor will work on: (Please type & submit on Excel along with items)

**All domestic & import cars and trucks. Medium duty trucks. Recall & warranty on Ford, Lincoln, Mercury, Volvo**

**(AF) Cross Country Auto Parts, LLC - Albuquerque**

017	Disc.	Tools, specialty maintenance will be provided from the provider's current published price list less any and all discounts allowed by the vendor. (Vendor is to show maximum discount at time of invoicing)	<b>40% off list</b>
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**(AG) Clark Truck & Equipment - Albuquerque**

001	Hour	Mechanical repairs, hourly labor rate for (all repairs will be performed by ASE factory trained and certified mechanics only).	<b>\$75.00</b>
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002	Hour	Preventative maintenance labor rate	<b>\$75.00</b>
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003	Hour	Maintenance, hourly labor rate Note: Parts for maintenance and repairs will be provided at maximum discount offered by the manufacturer or supplier. Parts may include: Automotive batteries, glass and any or all fluids needed for the repair (cost plus is not acceptable).	<b>\$75.00</b>
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004	Hour	Body repair hourly labor rate. Note: Parts for body repairs will be itemized on invoice at maximum discount offered by the manufacturer or supplier. (cost plus is not acceptable)	<b>\$75.00</b>
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013	Each	Tear down charge	<b>\$75.00</b>
-----	------	------------------	----------------

014	Each	Misc fees (such as disposal of hazardous materials or environmental materials).	<b>\$0.00</b>
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015	Hour	Labor rate to install emergency equipment Provided by user agency. (light bars, cages, stands, push guards cameras, etc)	<b>\$75.00</b>
-----	------	--	----------------

016	Hour	Labor rate to remove emergency equipment to include restoration as requested.	<b>\$75.00</b>
-----	------	---	----------------

017	Disc.	Tools, specialty maintenance will be provided from the provider's current published price list less any and all discounts allowed by the vendor. (Vendor is to show maximum discount at time of invoicing)	<b>See List on Brands MFR</b>
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State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 10-000-00-00087

Item	Approx. Qty.	Unit	Article and Description	Unit Price
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**(AG) Clark Truck & Equipment – Albuquerque**

Vendor to indicate which automotive systems they are certified to provide repairs on:

I. Brake systems	NO
II. Front-end alignment, suspension and steering systems	NO
III. Power train systems/transmissions	NO
IV. Fuel systems	NO
V. Heating and air conditioning systems	NO
VI. Exhaust and emissions systems	NO
VII. Drive train systems	NO
VIII. Electrical systems	YES
IX. Body work, painting and upholstery systems	YES
X. Oils and lubrication systems	YES
XI. ASE Certified Truck Equipment	YES
XII. AWSME Structural Welding Certified	YES

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 10-000-00-00087

Item	Approx. Qty.	Unit	Article and Description	Unit Price
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**(AG) Clark Truck & Equipment – Albuquerque**

List vehicle manufacturer/brands vendor will work on: (Please type & submit on Excel along with items)

- Aerial Devices: Arm Lift, Bucket Liners, Aerial Buckets, Stamm, UTEM**
- Air Compressors: Boss, IMTCO, Ingersoll-Rand, Stellar, Van Air, V-MAC, Auto crane**
- Camera Systems for Trucks: Federal Signal, Pro-Vision**
- Cranes: Truck Mounted: Auto crane, IMTCO, Ideal Crane, RKI Crane, Van Crane, Venturo, Western Mule, Spitz Lift**
- Dump Bodies & Hoists: Heil, Henderson, Knapheide, Rugby, Warren**
- Hook Lifts & Demountable Bodies: American, Ameri-Deck, Stellar Ind., Switch-N-Go**
- Lights Bars & Warning Lights: Arrow, Addco Signal Boards, ECCO, Federal Signal, Go Light, Superior Signal, Vision**
- Platform Bodies: Cadet, Knapheide Mfg.**
- Pickup Accessories: DeeZee, Quality 5, Ranch Hand, RKI Inc., UWS, RC Industries**
- Power Systems 120-220 Vac for Trucks: Component Technology, Drive Line Saver, Dwe-Eze Clutch, Force America, Hydraulic Controls, Muncie Hydraulics**
- Refuse Systems: American Palfinger, New Way, Wayne Engineering**
- Racks (Headache & Storage): CTE (Custon Manufacture), Kargo Master, Merritt, RKI, Ranch Hand**
- Snow Plows: Buyers, Henderson, Henke, Fisher, Sno-Way**
- Spreaders: Buyers, Fisher, Flink, Frink, Henderson, Sno-Way**
- Tarps & Tarp Mehanisms: Mountain Tarps, Aero, Donovan, Pull Tarp**
- Toolboxes & Cabinets: Buyers, Delta, JOBOX, Merritt, RC Industries, RKI, Inc., UWS**
- Van Bodies: Morgan**
- Van Interiors & Drawer Systems: AG Body, Jotto Desk, Havis Shield, Master Rack (Leggitt & Platt), Setina, Stellar, System Edstrom, Kargo Master,**
- Liftgates: Anthony, InterLift, Maxon, Thiemann, Waltco, Woodbine (Tommy Gate)**
- Reel/Product Pumps: Cox Reel, GPI Pumps, Hannay Reel, IR Pumps, Meters**
- Service & Specialty Bodies: Autocrane, Knapheide, IMTCO, RKI, Inc., Stellar, SWAB Body Co/UTB**
- Winches: DP Winch, Mile Marker, Ramsey, Tulsa, Warn**

**(AH) Dugger's Services, Inc. - Albuquerque**

009	Each	Hook-up charge; Towing Service	\$45.00
010	Mile	Mileage rate; Towing service per mile:	
		In town	\$3.50
		Out of town	\$3.25
		Two vehicles	\$4.75
		Over 50 mile dead head charge	\$2.00
011	Each	Emergency services (Fuel, tire change battery charge, etc):	
		In town	\$55.00
		Out of town	

List vehicle manufacturer/brands vendor will work on: (Please type & submit on Excel along with items)

**We Service All Makes and Models**

**ATTACHMENT**

New Mexico Statewide Price Agreement 11-000-00-00077



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment


<b>Awarded Vendor</b> 17 Vendors  Telephone No. _____
--

Price Agreement Number: 11-000-00-00077

Price Agreement Amendment No.: Three

Term: August 23, 2011-August 22, 2014

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

Procurement Specialist: Eric Sanchez 

Telephone No.: (505) 827-0554

<b>Invoice:</b>  <p style="text-align: center;">As Requested</p>
--

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

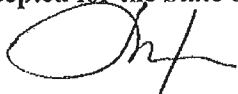
This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 23, 2013 to August 22, 2014 at the same price, terms and conditions.

Vendors AA to AQ Agree to extend.

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



\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 8/7/13





State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment


<b>Awarded Vendor</b> 17 Vendors  Telephone No. _____
--

Price Agreement Number: 11-000-00-00077

Price Agreement Amendment No.: Two

Term: August 23, 2011-August 22, 2013

<b>Ship To:</b> All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.
<b>Invoice:</b> <p style="text-align: center;">As Requested</p>

Procurement Specialist: Eric Sanchez 

Telephone No.: (505) 827-0554

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

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

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 23, 2012 to August 22, 2013 at the same price, terms and conditions.**

**Vendors AA to AQ Agree to extend.**

**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**

\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 8/22/12



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment


**Awarded Vendor**  
0000045988  
Western Tractor Inc.  
1205 2<sup>nd</sup> Street NW  
Albuquerque, NM 87102  
  
Telephone No. 505-243-1711

Price Agreement Number: 11-000-00-00077

Price Agreement Amendment No.: One

Term: August 23, 2011-August 22, 2012

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

Procurement Specialist: Eric Sanchez 

Telephone No.: (505) 827-0554

**Invoice:**  
  
As Requested

Title: **Highway and Off Road Heavy Equipment & 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 March 1, 2012.**


**Remove vendor (AR) Western Tractor Inc. from list of vendors. Vendor will be closing it's business on said date.**

**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**

\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 1/18/12

PLM;es 



State of New Mexico  
General Services Department

Statewide Price Agreement

**Awarded Vendor**  
18 Vendors - See Page 6

Telephone No. \_\_\_\_\_


Price Agreement Number: 11-000-00-00077

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See Page 6

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

Procurement Specialist: Eric Sanchez 

Telephone No.: (505) 827-0554

**Invoice:**  
As Requested

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

Term: **August 23, 2011 thru August 22, 2012**

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

Accepted for the State of New Mexico

\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: 08/16/11

**Terms and Conditions**  
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
  - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 11-000-00-00077

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

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

**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 13-1-99 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. 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. 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.

### **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 twenty (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 agree to maintain for the term of the contract health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed two hundred fifty thousand dollars (\$250,000).

B. Contractor agrees to maintain a record of the number of 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 employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following website link for additional information:  
<http://insurenemexico.state.nm.us/>

### **New Mexico Pay Equity Initiative**

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

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

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

The PE10-249 and PE250 worksheet is available at the following website:  
<http://www.generalservices.state.nm.us/spd/guidance.doc>

## **Statewide Price Agreement**

### **Article I – Statement of Work**

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

### **Article II – Term**

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

### **Article III – Specifications**

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

### **Article IV – Shipping and Billing Instructions**

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

### **Article V – Termination**

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

### **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 – Issuance of Orders**

Only written signed orders are valid under this Price Agreement.

### **Article VIII – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

### **Article IX – Price Schedule**

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

State of New Mexico  
General Services Department  
Purchasing Division.  
Price Agreement #: 11-000-00-00077

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**Awarded Vendors:**

**(AA)** 0000050909

Action Hose  
3315 Stanford NE  
Albuquerque, New Mexico 87107  
(505) 880-8500

Delivery: FOB Albuquerque

**(AB)** 0000049317

Albuquerque Brake & Alignment, Inc.  
PO Box 93668  
Albuquerque, New Mexico 87199  
(505) 822-9140

Delivery: Albuquerque

**(AC)** 0000052327

Albuquerque Utility Equipment, Inc.  
611 Wyoming SE, ABQ, NM 87123  
PO Box 8286  
Albuquerque, New Mexico 87198  
(505) 265-5796

Delivery: 611 Wyoming SE, ABQ, NM 87123

**(AD)** 0000045857

Clark Truck Equipment  
PO Box 3483  
Albuquerque, New Mexico 87190  
(800) 678-2741

Delivery: Destination

**(AE)** 0000058981

Cummins Rocky Mountain LLC  
1921 Broadway NE  
Albuquerque, New Mexico 87102  
(505) 247-2441

Delivery: FOB Destination

**(AF)** 0000045289

Drive Train Industries  
2407 Commercial NE  
Albuquerque, New Mexico 87107  
(505) 341-2332

Delivery: 5-7 working days



State of New Mexico  
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Purchasing Division  
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**(AG)** 0000090703

The Garage, Inc.  
6441 Western Trail NW  
Albuquerque, New Mexico 87120  
(505) 352-5152

Delivery: The Garage, Albuquerque, NM

**(AH)** 0000048609

Golden Equipment Company  
721 Candelaria Road NE  
Albuquerque, New Mexico 87107  
(505) 345-7811

Delivery: As Requested

**(AI)** 0000047350

H & C Truck Electrical Service  
7008 2nd Street NW  
Albuquerque, New Mexico 87107  
(505) 344-5693

Delivery: As Necessary

**(AJ)** 0000047670

Henry Valencia Inc.  
613 Paseo De Onate  
Española, New Mexico 87532  
(505) 753-2356

Delivery: As Requested

**(AK)** 0000091015

Hi Country Auto Group  
1700 San Juan Blvd.  
Farmington, New Mexico 87401  
(505) 324-3333

Delivery: As Requested

**(AL)** 0000051051 51R66

Performance Tool & Equipment  
8700 Alameda Park Drive, Ste. 200  
Albuquerque, New Mexico 87113  
(505) 345-5038

Delivery: Albuquerque, NM

**(AM)** 0000048977

Pete's Equipment Repair Inc.  
1412 Broadway Blvd. NE  
Albuquerque, New Mexico 87102  
(505) 242-6969

Delivery: As Requested

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 11-000-00-00077

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(AN) 0000049235  
R & E Glass Company  
PO Box 1103 - 1301 N. Prince  
Española, New Mexico 87532  
(505) 753-9631

Delivery: As Requested

(AO) 0000046103  
San Loma Inc.  
dba Westfleet  
3440 Girard NE  
Albuquerque, New Mexico 87107  
(505) 880-1999

Delivery: As Required

(AP) 0000093830  
Superior Diesel Services LLC  
PO Box 252  
Alcalde, New Mexico 87511  
(505) 927-8451

Delivery: As Requested

(AQ) 0000048700  
US Distributing Inc.  
4600 Bogan NE  
Albuquerque, New Mexico 87109  
(800) 351-0060 or (505) 715-9471

Delivery: In town same day; out of town next day

(AR) 0000045988  
Western Tractor Inc.  
1205 2nd Street NW  
Albuquerque, New Mexico 87102  
(505) 243-1711

Delivery: As Required

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**Vendors who were awarded on 10-000-00-00077 do not need to bid.**

Establish a Price Agreement for performing preventive maintenance, mechanical repairs, parts procurement, component/attachment repairs, materials and/or labor over five hundred dollars (\$500) on highway and off road heavy equipment and trucks over nineteen thousand (19,000) pounds GVWR. (No automotive or light trucks).

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

Highway and off road heavy equipment shall be defined as trucks over nineteen thousand (19,000) pounds GVWR, trailers, oil distributors, motor graders, loaders, backhoes, excavators, 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 and other highway and off road heavy equipment not listed.

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, liquid deicers, water tanks, hydraulic pumps, water pumps, valves, controls, cylinders, air compressors, welders, wet kits and aerial devices.

Vendors shall indicate the brands/types of equipment/trucks serviced and/or services they provide in the attached list along with standard commercial shop/hourly rate, discounted commercial shop/hourly rate, and parts discounted percentage of list offered shall be from highway heavy equipment and truck parts prices listed in the manufacturer's or dealer's published price schedule ("no add-on prices to list price will be allowed"). Parts shall be billed at the discounted percentage price offered. Cost for parts, supplies and materials shall be itemized and priced separately on each invoice. The New Mexico Department of Transportation (NMDOT) agrees to compensate the awarded vendor actual freight and handling charges incurred in the procurement of "special order parts", which are not normally stocked items provided that authorization is granted by the NMDOT at time of order.

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

The successful vendors(s) shall ensure that all work being performed be professionally diagnosed prior to any work performed. 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 units. 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 twenty-five dollars (\$25) per unit per day. All repairs shall be performed at the bidder's place of business or other facility of his/her choice. Delivery of units for repair and all costs associated therewith shall be the user's responsibility.

Successful vendor(s) shall have adequate manufacturers or commercially published repair, technical and parts manuals for the type of equipment bid.

Vendors bidding are cautioned that they must ensure the user they have has the capability and facilities to provide the services they are offering. Vendors lacking the above may have the bid rejected or contract cancelled.

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Successful vendor(s) must carry an adequate inventory supply of parts to service the NMDOT'S requirements without undue delays. All other standard business practices shall be extended to the NMDOT.

The NMDOT reserves the right to request the return of or inspection of any parts, accessories, assemblies, or subassemblies replaced on equipment to affect the repair. Parts and materials must be new and conform to the original manufacturer's specifications, unless otherwise approved by the user. Rebuilt assemblies may be used in the repair of equipment, with prior approval of the ordering district, when such is standard industry practice and the rebuilt assembly or subassembly carries the same manufacturer or re-manufacturer warranty as a new assembly or subassembly. Any parts removed are the property of the State and shall be returned after each equipment repair, upon user's request, unless replacement part price is predicated upon an exchange basis with the part replaced.

Successful 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) prior to commencing teardown.

Successful vendor(s) shall maintain detailed, complete and accurate accounting records on all repair work orders. Labor hours billed shall be auditable through technician's individual daily job, time cards and/or 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.

Cost of repairs and parts for work other than that authorized by the user will not be paid for unless, prior approval is granted by the user.

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.

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.

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 quoted 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 quoted herein shall include an amount sufficient to cover such costs.

This Price Agreement shall be established as a source and convenience to the NMDOT. 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 agencies and to serve all geographical locations in the state.

This Price Agreement authorizes the procurement of all repairs, parts, materials and/or labor in excess of five hundred dollars (\$500) that are necessary for the repair and maintenance of highway heavy equipment and trucks. This Price 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 unless some of the aforementioned items are not available in current Price Agreements.

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The awarded vendor shall comply with all of the terms and conditions contained herein and shall hereby be made part of this Price Agreement. The submission of a bid shall be considered as prima facie evidence that the bidder has familiarized himself with and 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 Price Agreement.

Notwithstanding the existence of this Price Agreement, the State of New Mexico and/or its political subdivisions reserve the right to order any items required for emergency purposes from any party who can deliver such items to meet the requirements of the user, without waiving or voiding any of the terms of this Price 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. Manufacturer's standard warranty repairs done and travel costs associated therewith on a call back basis.

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:**

NMDOT District One  
Fleet Management Section  
2912 East Pine  
PO Box 231  
Deming, NM 88031-0231  
Contact: Joel Alarcon 575-544-6627

NMDOT District Two  
Fleet Management Section  
4505 West Second Street  
PO Box 1457  
Roswell, NM 88202-1457  
Contact: Lupe Morales 575-637-7246

NMDOT District Three  
Fleet Management Section  
7500 East Frontage Road  
PO Box 91750  
Albuquerque, NM 87199-1750  
Contact: Ray Waggerman 505-841-2728

NMDOT District Four  
Fleet Management Section  
South Highway 85  
PO Box 30  
Las Vegas, NM 87701-0030  
Contact: Chris Sena 505-454-3643

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NMDOT District Five  
Fleet Management Section  
1919 Pinion Drive  
Milan, NM 87021-2159  
Contact: Terry Council 505-285-3257

NMDOT Training Academy  
735 Earl Cummings Loop  
PO Box 5878  
Roswell, NM 88202-5878  
Contact: Travis Dunlap 575-624-6080

NMDOT Service Center  
Fleet Management Bureau  
1250 Alta Vista St.  
PO Box 1149  
Santa Fe, NM 87504-1149  
Contact: Tom Trujillo 505-827-5587

Out of state vendors will be considered if a specialized service is required and/or is a sole source.

Vendor is requested to indicate their NM Gross Receipts Tax ID Number (eleven digits) **(required)**.

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Bidders must submit an electronic version (CD-ROM) of items on Microsoft Excel along with a hard copy in a sealed envelope or package. Items are located on a separate Excel spreadsheet on our website. Envelope or package is to include entire Bid with specifications and items. Label envelope or package with the bid number and opening date on the lower left hand corner. Bids submitted by facsimile, or e-mail will not be accepted. **(1 item total for this Bid)**

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Item	Approx. Qty.	Unit	Article and Description	Unit Price
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**(AD) Clark Truck Equipment**

Parts discount of list (by %)	See attached
Indicate standard commercial hourly shop/labor rates (required)	\$84.00
Indicate discounted commercial hourly shop/labor rate (required)	\$75.00

Vendor to indicate brand/type of equipment/trucks serviced or type of services provide (required):  
See attached

**(AE) Cummins Rocky Mountain LLC**

Parts discount of list (by %)	15%
Indicate standard commercial hourly shop/labor rates (required)	\$118.00
Indicate discounted commercial hourly shop/labor rate (required)	\$108.00

Vendor to indicate brand/type of equipment/trucks serviced or type of services provide (required):  
Cummins Engine, Onan Generators, RV/Commercial; Allison Transmission - service & repair; Volvo, Kenworth, Freightliner, Peterbilt, International, Autocar Clutch Repair and R/R; Brake Repair; DOT Inspections; Perform repairs & maintenance on all Cummins powered equipment; Perform repairs on most air conditioning systems.

**(AF) Drive Train Industries**

Parts discount of list (by %)	35%
Indicate standard commercial hourly shop/labor rates (required)	\$110.00
Indicate discounted commercial hourly shop/labor rate (required)	\$62.54

Vendor to indicate brand/type of equipment/trucks serviced or type of services provide (required):  
See attachment

(AD) CLARK TRUCK EQUIPMENT  
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Clark Truck Equipment, Albuquerque, NM. 87190			PRICE LIST
MANUFACTURER	TYPE OF PARTS	PRICE LEVEL	NUMBER AND DATE
Heil, Warren, Rugby	Dump	List + SC	2011 or most current
Muncie, Force America	PTO, Pumps/hydraulic	List + SC	2011 or most current
Fisher, Sno-Way	Snow Plows	List - 10% +SC	2011 or most current
Knapheide	Platforms, service bodies	List + SC	2011 or most current
Waltco, Maxon, Interlift	Liftgates	List - 5 % +SC	2011 or most current
Woodbine (Tommy Gate)	Liftgates	List - 10% + SC	2011 or most current
Henderson, Henke	Plows, spreaders	List + SC	2011 or most current
Leach, Wayne Eng, New Way	Refuse Equipment	List + SC	2011 or most current
RKI, Buyers	Toolboxes	List - 20% +SC	2011 or most current
Delta, RC Mfg, UWS,	Toolboxes	List - 10% +SC	2011 or most current
Federal Signal	Warning Lights	List - 25%	2011 or most current
ECCO	Warning Lights	List - 5% +SC	2011 or most current
RanchHand, Q/S, DeeZee	Pickup Accessories	List - 10% +SC	2011 or most current
Kargo Master, Merritt	Racks	List - 10% +SC	2011 or most current
Airpax Dimension, Xantrex	Inverters	List - 5% +SC	2011 or most current
Aurogen / Real Power	Generators, truck powered	List + SC	2011 or most current
Cox, Hannay, GPI	Reels & Pumps	List - 5% +SC	2011 or most current
Morgan	Van Body	List - 10% +SC	2011 or most current
Master Rack/System Edstrom	Van Interiors	List + SC	2011 or most current
Kargo Master	Van Interiors	List + SC	2011 or most current
Ramsey, Tulsa	Winches	List - 20% +SC	2011 or most current
WARN	Winches	Jobber	2011 or most current
IMTCO, Stellar, Venco, RKI	Truck Cranes	List - 5% + SC	2011 or most current
Ideal	Truck Cranes	List - 5% + SC	2011 or most current
TransferFlow, Delta, UWS,	Fuel Tanks	List + SC	2011 or most current
DynaFab	Fuel Tanks	List + SC	2011 or most current
Donovan, Aero, Mountain Tarp	Tarps & Mechanisms	List + SC	2011 or most current
Trucklite	Truck Lighting	List + SC	2011 or most current
Autocrane,Boss,IMT,VMAC	Air Compressors	List-5%+SC	2011 or most current
Stellar, Van-Air	Air Compressors	List-5%+SC	2011 or most current
All other manufacturers	Truck & Trailer Equipment	List + SC	2011 or most current

Note:

SC = Surcharge for Inbound Freight



**CLARK TRUCK EQUIPMENT: AUTHORIZED DEALER, DISTRIBUTOR, AGENT, REPRESENTATIVE FOR:**

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<b>AERIAL DEVICES</b>	<b>LIGHT BARS &amp; WARNING LIGHTS:</b>	<b>SNOW PLOWS:</b>
ArmLift	Arrow	Buyers
Bucket Liners	Addco Signal Boards	Henderson
Aerial Buckets	ECCO	Henke
Stamm	Federal Signal	Fisher
UTEM	Go Light	Sno-Way
	Superior Signal	
	Vision	
<b>AIR COMPRESSORS:</b>		<b>SPREADERS:</b>
Boss		Buyers
IMTCO	<b>PLATFORM BODIES</b>	Fisher
Ingersoll-Rand	Cadet	Flink
Stellar	Knapheide Mfg.	Frink
Van Air		Henderson
V-MAC		Sno-Way
Autocrane	<b>PICKUP ACCESSORIES:</b>	
<b>CAMERA SYSTEMS for TRUCKS:</b>	DeeZee	
Federal Signal	Quality S	<b>TARPS &amp; TARP MECHANISMS:</b>
Pro-Vision	Ranch Hand	Mountain Tarps
	RKI Inc	Aero
	UWS	Donovan
	RC Industries	Pull Tarp
<b>CRANES: TRUCK MOUNTED</b>		
Autocrane	<b>POWER SYSTEMS</b>	<b>TOOLBOXES &amp; CABINETS:</b>
IMTCO	<b>120-220 VAC FOR TRUCKS:</b>	Buyers
Ideal Crane	Component Technology	Delta
RKI Crane	Drive-Line Saver	JOBOX
Van Crane	Dwe-Eze Clutch	Merritt
Venturo	Force America	RC Industries
Western Mule	Hydraulic Controls	RKI, Inc
Spitz Lift	Muncie Hydraulics	UWS
<b>DUMP BODIES &amp; HOISTS:</b>	<b>REFUSE SYSTEMS:</b>	<b>VAN BODIES:</b>
Heil	American Palfinger	Morgan
Henderson	New Way	
Knapheide	Wayne Engineering	<b>VAN INTERIORS &amp;</b>
Rugby		<b>DRAWER SYSTEMS</b>
Warren	<b>RACKS (HEADACHE &amp; STORAGE)</b>	AG Body
	CTE (Custom Manufacture)	Jotto Desk
<b>HOOK LIFTS &amp;</b>	Kargo Master	Havis Shield
<b>DEMOUNTABLE BODIES:</b>	Merritt	Master Rack (Leggitt & Platt)
American	RKI	Setina
Ameri-Deck	Ranch Hand	Stellar
Stellar Ind.		System Edstrom
Switch-N-Go		Kargo Master

CLARK TRUCK EQUIPMENT: AUTHORIZED DEALER, DISTRIBUTOR, AGENT, REPRESENTATIVE FOR:

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**LIFTGATES:**

Anthony  
InterLift  
Maxon  
Thiemann  
Waltco  
Woodbine (Tommy Gate)

**REEL/PRODUCT PUMPS:**

Cox Reel  
GPI Pumps  
Hannay Reel  
IR Pumps, Meters

**WINCHES:**

DP Winch  
Mile Marker  
Ramsey  
Tulsa  
Warn

**SERVICE & SPECIALTY BODIES:**

Autocrane  
Knapheide  
IMTCO  
RKI, Inc.  
Stellar  
SWAB Body Co / UTB