State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000042145
ThyssenKrupp Elevator Corp
8920 Adams St. NE, Suite B
Albuquerque, NM 87113

Telephone No.: 505-858-2175

Price Agreement Number: 70-000-17-00054
Price Agreement Amendment No.: One
Term: May 8, 2017 - January 30, 2023

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

Procurement Specialist: Travis Dutton-Leyda
Telephone No.: 505-827-0477
Email: travis.dutton-leyda@state.nm.us

Invoice:
As Requested at time of order

Title: Elevator & Escalator Preventive Maintenance and Repair

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:

Replace pages 3 through 7 with the attached 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

[Signature]

New Mexico State Purchasing Agent

Date: 7/9/19
State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 70-000-17-00054  

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 quote, 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 contract or procurement 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. **Inspection:**
   a. Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with the terms and conditions of the agreement shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
   b. Final inspection and acceptance will be made at the destination. Services rejected for nonconformance with the terms and conditions of the agreement and/or requirements shall be corrected by the Vendor promptly after notice of rejection. Those services not corrected after notice shall not be paid for.

6. **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.**

7. **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 to the State Purchasing Agent.

8. **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 obtained 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.
9. **Non-Collusion:** In accepting these terms and conditions the Vendor certifies that the Vendor has not, either directly or indirectly, entered into action in restraint of free competitive procurement in connection with this offer submitted to the State Purchasing Agent or his/her designee.

10. **Nondiscrimination:** Vendors 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).

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

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

13. **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.

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

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

16. **Records and Audit:** The Vendor 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 six (6) 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.

17. **Subcontracts:** The foregoing requirements shall be inserted into all subcontracts from the prime Vendor to the subcontractor, if such subcontracting has been approved in writing by the Procurer Agency.

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**New Mexico Employees Health Coverage**

A. If Vendor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Vendor 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 Vendor and the State exceeds $250,000 dollars.

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

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

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Vendor who performs the majority of the employee’s work for Vendor within the State of New Mexico, regardless of the location of Vendor’s office or offices; and
State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 70-000-17-00054

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

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement and pursuant to the approval of the State Purchasing Agent (as can be found on the cover page of this agreement) either a particular entity or 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 herein. 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 Vendor 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 Price Agreement.

Article III – Conformance With Terms and Conditions
Items and/or services furnished hereunder shall conform to the requirements, terms and conditions of the agreement and/or drawings applicable to items listed herein. 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
Vendor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Vendor during the term; The Vendor 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 Vendor may only terminate this Agreement based upon the Agency’s uncured, material breach of this Agreement. Vendor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency’s material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Vendor’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 Vendor 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 Vendor 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 for in the bid, request for proposals and/or price agreement terms and conditions.

Article VII – Indemnity Clause
Vendor 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 Vendor’s, and/or its employees, own negligent act or omission while Vendor, and/or its employees, perform or fail to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause
State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 70-000-17-00054

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 agreements cannot be exceeded. Vendors and end users may negotiate lower prices where in agreement to do so.
State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor
0000042145
ThyssenKrupp Elevator Corp
8920 Adams St. NE Ste B
Albuquerque, NM 87113

Telephone No. (505) 858-2175

Price Agreement Number: 70-000-17-00054
Payment Terms: See Contract
F.O.B.: See Contract
Delivery: See Contract

Procurement Specialist: Clarke J. Fountain
Telephone No.: (505) 827-1935

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

Invoice:
As Requested

Title: Elevator & Escalator Preventive Maintenance and Repair

Term: May 8, 2017 – Jan. 30, 2023

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: 05/09/2017

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472 CF
Establish a Price Agreement based on GSA Contract #GS-06F-0031N for Elevator & Escalator Preventive Maintenance and Repair.

This Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list.

State and local government catalogs are not acceptable.

Note: all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a utilization report to the agreement administrator in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Period End</th>
<th>Report Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 30</td>
<td>October 31</td>
</tr>
<tr>
<td>December 31</td>
<td>January 31</td>
</tr>
<tr>
<td>March 31</td>
<td>April 30</td>
</tr>
<tr>
<td>June 30</td>
<td>July 31</td>
</tr>
</tbody>
</table>

The periodic report shall include the gross total sales for the period subtotaled by procuring agency name. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent (0.75%) of the total sales for the period.

This agreement is not intended to be used to procure “Open Market” items.

<table>
<thead>
<tr>
<th>Item</th>
<th>Approx Qty</th>
<th>Unit</th>
<th>Article and Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>1</td>
<td>Ea.</td>
<td>Elevator &amp; Escalator Preventive Maintenance and Repair</td>
<td></td>
</tr>
</tbody>
</table>

*** 1 Item Total ***
Elevator & Escalator Preventive Maintenance and Repair
FSC Group: 51V
SIN No: 811-001
Contract No: GS-06F-0031N
Contract Period: 1.31.2003 to 1.30.2023

Contractor: ThyssenKrupp Elevator Corporation
Address: 114 Town Park Drive
          Suite 300
          Kennesaw, GA 30144
Phone: 800-824-9666
Fax: 866-785-5571
Web Site: http://www.thyssenkuppellevator.com

POC:
Contact: Jeff Jaudes
Phone: 972-365-6128
Fax: 866-785-5571
Email: jeff.jaudes@thyssenkupp.com

Business size: Large

1. Sin No.: 811-001

ThyssenKrupp Elevator is proud to be a Federal Supply Services supplier. Through our technical training and the support of our engineers and field support experts at our North American technical support facilities we are able to offer preventive maintenance programs for all makes and types of elevators and escalators.

We maintain standards and perform annual equipment testing.

We test your equipment as outlined in the American Society of Mechanical Engineers [ASME A17.1
current edition] as of the date this agreement begins. We will perform governor and safety tests on traction elevators once per year and relief pressure tests on hydraulic elevators once per year. You agree to pay for any costs of the inspector or inspection fees.

Assurance of ThyssenKrupp Elevator’s standard of quality.

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with the tools, documentation and knowledge to troubleshoot your unique system.

Behind our technicians is a team devoted to elevator excellence. Our maintenance technicians are supported around the clock by a family of engineers and field support experts located at our International Technical Services Center located in Dallas, TX. Our North American technical support facilities located in California and Mississippi continuously research advancements in the industry and in your equipment.

ThyssenKrupp Elevator maintains a comprehensive parts inventory to support our field operations. Most replacement parts are available within 24 hours, seven days a week.

We respond in a timely manner.

We will visit your elevators on a regularly scheduled basis. These visits will be performed during normal business hours, Monday through Friday, 8:00am to 4:30pm (except scheduled holidays). We will respond to callbacks during these hours at no extra charge. Callbacks are defined as minor adjustments or emergency entrapments. Callbacks outside of our normal business hours and any overtime work or testing that you request will be billed to you.

On callbacks outside of normal business hours, we will absorb the worked hours at straight time rates and you will be charged for the overtime premium portion only, including for travel time.

2. Maximum order: $1,000,000.00
3. Minimum order: $100.00

4. Geographic Coverage: World Wide

5. Points of production:

ThyssenKrupp Elevator
Middleton, Tennessee
facility
Middleton, TN 38052
www.thyssenkuppelevator.com
ThyssenKrupp Elevator
Walnut, Mississippi facility
Walnut, MS 38683
www.thyssenkuppelevator.com

ThyssenKrupp Northern Elevator
Toronto, Ontario, Canada
M1X 1A5
www.thyssenkroppnorthern.com

Computerized Elevator Controls Corp.
Moonachie, NJ 07074
www.swiftcec.com

6. Discounts.

Additionally ThyssenKrupp Elevator offers the following discounts:

Discount on Dover Elevator and ThyssenKrupp Elevator equipment of 7%.
Advance payment discounts of:
   a. 1% for quarterly
   b. 2% for semi-annually
   c. 4% for annual

Extended terms are offered at 1/2 % for each year over 5 years with maximum of 3%.
Payment terms: Net 30

7. Quantity Discounts: Negotiated locally by location

8. Prompt payment terms: N/A

9. Commercial credit cards and Government Purchasing cards are accepted.

10. Foreign Items: N/A

11. Expedited Delivery: N/A

12. FOB: Destination


14. Payment address:

   Wells Fargo Bank c/o TKE
   Lockbox 933004
   3585 Atlanta Ave
Hapeville GA 30354

Contact POC for EFT options.

15. Warranty: One year on parts.
16. Export Package charges: N/A
17. No threshold on purchases.
18. Terms and conditions of maintenance: as defined in the site SOW by location and in accordance with ASME A17.1 vertical transportation codes.
19. Terms and conditions of installation: as defined in the site SOW by location and in accordance with ASME A17.1 vertical transportation codes.
20. Terms and conditions of repair parts: as defined in the site SOW by location and in accordance with ASME A17.1 vertical transportation codes.
21. Service locations: 137 US locations
22. Participating Dealers: N/A
23. Preventative Maintenance:

We offer dependable maintenance.
ThyssenKrupp Elevator will perform the following

Elevator maintenance.

- Examine the elevator equipment for optimum operation. Our examination, lubrication, and adjustment will cover the following component groups and related equipment of your elevator system:
  - Control and landing positioning systems
  - Signal fixtures
  - Machines, drives, motors, governors, sheaves, and ropes
  - Power units, pumps, valves, and jacks
  - Car and hoistway door operating devices and door protection equipment
  - Loadweighers, car frames and platforms, and counterweights
  - Safety mechanisms
- Lubricate equipment for smooth and efficient performance.
- Adjust elevator parts and components to maximize the elevator's performance and safe operation.
- Relamp all signals as required (during the regularly scheduled visits.)
• Repair or replace components worn due to normal wear. Refer to Other Considerations section for items not covered.

Escalator maintenance.

We will regularly and systematically examine, adjust, and lubricate (as required), and in our sole opinion, if conditions warrant, repair or replace the following escalator components:

• Escalator power unit
• Controller parts
• Electrical switches
• Wiring
• Bearing
• Governors and brakes
• Step and chain wheels
• Chains and sprockets
• Steps and step treads
• Comb plates
• Safety devices
• Handrails

We will maintain proper lubrication at all times, furnish special lubricants compounded to our specifications, clean internal truss structures required and maintain all accessory equipment except when otherwise specified.

24. Sustainability:

ThyssenKrupp offers several products to make vertical transportation systems more efficient and cost effective. Contact the POC for additional information.

25. DUNS Number: 056373624

26. Notifications regarding CCR Registrations:
ThyssenKrupp Elevator Corporation
Attn:
Scott Silitsky
VP of Contracts & Risk Manager
Tel: 954.597.3016
scott.silitsky@thyssenkrupp.com