

Pricing Agreement # 201702051-C(A)

New Mexico State University Pricing Agreement for Goods and/or Services

This agreement effective this 26th day of October 2017 is entered into between the Regents of New Mexico State University, herein after referred to as "NMSU", and Las Cruces Winlectric Co hereinafter referred to as "Contractor".

1. SERVICES AND/OR GOODS TO BE PROVIDED: Contractor shall provide the good(s) and/or service(s), as defined in this agreement, on an "as ordered" basis. No funds are obligated under this Pricing Agreement. Funds are obligated by purchase orders on an "as needed" basis. Contractor shall receive separate individual Purchase Orders for each individual requests. NMSU makes no guarantee as to the volume of goods which may be purchased under this Agreement. Prices are fixed for the first year of a Pricing Agreement. Thereafter, in the event of a product cost increase an escalation request will be reviewed by NMSU. Escalation requests are only to compensate for an actual cost increase and will not be considered for an increase in profit margin. Contractor shall notify NMSU if a cost decrease occurs and will adjust pricing accordingly. NMSU shall review the request by Contractor for price escalation and determine whether or not to accept such a request. Such requests must be made at least ninety (90) days prior to the expiration of the current contract term.

2. PRICING AGREEMENT DOCUMENTS: The Agreement shall be comprised of this agreement document, its attachments and all document referenced herein. As applicable, the Agreement shall also include all Requests for Proposal or bid documents, including Contractor's response, Referenced Specifications and/or Scope of Work, Special Conditions, Technical Specifications, Purchase Order Terms and Conditions, and all negotiation records, which are incorporated herein and made a part of the Agreement. In instances where there exists a conflict between any of the Pricing Agreement described above, this Agreement plus attachments hereto, negotiation records, NMSU's solicitation documents, and Contractor's response to the solicitation, in that order, shall control the interpretation of the parties' respective rights and obligations.

New Mexico State University Bid Number: 201702051-C
Contractors Proposal Dated:09/26/17 Submitted by: Troy W. Young
Other: _____

3. TERM: The period of performance for this Pricing Agreement shall commence 10/26/17 and end 10/26/18. Upon mutual consent this can be renewed for up to 7 one year periods.

4. COST AND PAYMENT: Contractor shall be paid for goods/services rendered satisfactorily per the negotiated fees and schedules incorporated hereto. All payment will be arrears. Payment shall be made per request upon receipt of a detailed invoice. The invoice submitted shall note the purchase order number and must be delivered to the Accounts Payable Department at the address noted on Purchase Order.

5. TAXES: NMSU is exempt from paying taxes on the acquisition of tangible personal property. Should any equipment provided or services rendered fall within a taxation category requiring New Mexico Gross Receipts Tax, as defined by the State of New Mexico Taxation and Revenue Department, Contractor shall be responsible for paying those taxes. Charges for any taxes shall be a separate line on all invoices.

6. REPORTING: Contractor shall have available to NMSU detailed records/reports documenting that Contractor is extending the agreed upon pricing for good(s) and/or service(s) requested by NMSU Departments. Contractors that repeatedly fail to extend the established agreed upon pricing may be given termination notice in accordance with Termination Clause (Section 13 of this agreement).

7. AUDIT: NMSU reserves the right to audit Contractor's records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by NMSU personnel or a third party under contract with NMSU. NMSU shall give Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from NMSU, Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee NMSU's access to books and records of such party.

8. AMENDMENTS: This Pricing Agreement shall not be altered, changed, or amended except by written instrument signed by both parties.

9. ASSIGNMENTS: Contractor shall not assign nor delegate specific duties as part of this Pricing Agreement nor transfer any interest nor assign any claims for money due or to become due under this Pricing Agreement without the written consent of NMSU.

10. PROCUREMENT UNDER EXISTING CONTRACTS: In accordance with NMSA 13-1-129, Contractor is hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with Contractor. Contractual engagements accomplished under this provision shall be solely between Contractor and the contracting entity with no obligation by the Regents of New Mexico State University.

11. NON-APPROPRIATION: NMSU's obligation to make payment under the terms of this Pricing Agreement is contingent upon its appropriation of sufficient funds to make those payments. If NMSU does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to Contractor. NMSU determination that sufficient funds have not been appropriated is firm, binding and not subject to review.

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

13. TERMINATION: Either party may terminate this contract as follows:

A. Termination by Contractor

(1.) Contractor may terminate this contract only if NMSU fails to comply with any provisions of this contract and after receiving notice of the noncompliance NMSU fails to cure the noncompliance within (10) ten days, or

(2.) By written mutual agreement between Contractor and NMSU.

B. Termination by NMSU

(1.) For Cause:

a. The occurrence of either one of the following events will justify termination for cause: Contractor's persistent failure to perform the work in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment) or Contractor's violation in any substantial way of any provisions of this contract.

b. If either one of the events identified in above paragraph occur NMSU may, after giving Contractor (and the surety, if any) ten days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project cost incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.

c. Where Contractor's services have been so terminated by NMSU, the termination will not affect any rights or remedies of NMSU against contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by NMSU will not release Contractor from liability.

(2) For Convenience:

a. Upon ten days written notice to contractor, NMSU may, without cause and without prejudice to any other right or remedy of NMSU, elect to terminate the contract. In such case, Contractor shall be paid (without duplication of any items):

b. for completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination,

c. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.

d. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

14. INDEMNIFICATION: Contractor shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of any of his employees, agents or subcontractors. He shall save and hold harmless NMSU against any and all loss, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by Contractors' operation shall be repaired and/or restored to their original condition at Contractor's expense. Contractor shall at all times keep in force liability limits as outlined in Attachment A of this agreement. Failure to maintain current coverage in the amounts stated may result in termination of this agreement.

15. INDEPENDENT CONTRACTOR: Contractor is an independent contractor performing services for NMSU. Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of NMSU as a result of this procurement.

16. DEBARMENT OR SUSPENSION: A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with NMSU and shall not be considered for award of the contract during the period for which it is debarred or suspended with NMSU

17. CONFLICT OF INTEREST: By signing this agreement, Contractor certifies that no relationship exists between Contractor and NMSU that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to NMSU.

18. GOVERNING LAW: This Agreement will be interpreted and governed by the laws of the State of New Mexico.

19. OTHER APPLICABLE LAWS: Any other provisions required to be included in a contract of this type by any applicable and valid executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

20. FEDERAL PURCHASES: If purchases are from a Federal Contract/Grant. The Federal Acquisition Regulations (FARS) apply and may be viewed at purchasing.nmsu.edu.

21. SEVERABILITY: If any provision of the resultant pricing agreement is found invalid or unenforceable, the remainder of the resultant sales agreement will be enforced to the maximum extent permissible and the legality and enforceability of the other provisions of the resultant agreement will not be affected.

22. NON-DISCLOSURE: Vendor shall not disclose any information relating to students, and employees of NMSU other than such information that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless NMSU from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.

a. X **Manufacturer's Invoice Cost Plus. Indicate** 25 **% markup.**

b. **Other (explain) – See Above**

Address specific volume based price breaks which may be offered to the University.

NEVER OUT LIST PRICING

#	Part #	Part Description	Min QTY on-Hand	UNIT	UNIT Price
1	MR16 LED Lamp	LED Track Light Replacement MR16 style	50	ea	\$ 13.91
2	5.5A19/LED/827	40 Watt Equivelent LED Vanity Lamp	50	ea	\$ 2.59
3	Columbia LED Wrap Fixture	Basic 4ft LED Surface mount wrapstyle	20	ea	\$ 75.00
4	PHIL F25T8 TL841/Alto 30pk	3ft- T-8 Lamp 41k	10	ea	\$ 1.87
5	LED Replacement for 32 CFL	LED Replacement for 32 CFL	10	ea	\$ 2.95
6	LED Replacement for 42 CFL	LED Replacement for 42 CFL	10	ea	\$ 5.50
7	A19 LED 827 Dimmable	A19 LED Dimmable	20	ea	\$ 2.95
8	Par 38 LED 30K	Par 38 LED	20	ea	\$ 9.93
9	Fulham Emergency Kit (LED)	LED Emergency Light Retrofit Kit	10	ea	\$ 37.66
10	G25 LED Vanity Lamp	LED Vanity Light (Art Center)	5	ea	\$ 6.50
11	CREE 2x2 Lay In LED Trouffer	Basic 2x2 LED Lay in Trouffer	5	ea	\$ 74.00
12	3RN Plstc Cut-in Box&Gr	Round (Old Work) Lighting Cut-in Box	5	ea	\$ 1.15
13	Appliance Bulb Shatter Resistant Coated Medium Base	Appliance Lamp (Corbett)	5	ea	\$ 0.63
14	LED post top retrofit lamp 100 W Equal Mogul Base	LED Post Top Retrofit Lamp	2	ea	\$ 36.00
15	Sylvania 8 in LED recessed retrofit kit	8" Recessed Retrofit Fixture	2	ea	\$ 27.50
16	T5 HO Ballast	2 Lamp T-5 HO Ballast	2	ea	\$ 25.00
17	4-Lamp Electronic Ballast 120-277V	4 Lamp T-8 Electronic Ballast	2	ea	\$ 10.50
18	Light Efficient Design LED retrofit Lamp 45w	Light Efficient Design LED retrofit Lamp 45w	2	ea	\$ 5.50
19	LED Shoebox Retrofit Lamp 175 Equal Mogul Base	LED Shoebox Retrofit Lamp 175 Equal Mogul Base	2	ea	\$ 43.00
20	20 Amp 600V Fuse Dual Element Time Delay Type J	20 Amp 600v Fuse	6	ea	\$ 11.03
21	CRC Cable Clean De-greaser	Cable Clean for Medium Volt Termination	2	ea	\$ 6.53
22	36 IN Insta-fit LED Lamp requires Ballast	Linear LED Replacement Lamp	2	ea	\$ 5.99

23	Unistrut Post Base	Unistrut Post Base	2	ea	\$ 22.19
24	Ballast, T-5, 54 Watt, 4 Lamp	T-5 Electronic Ballast	2	ea	\$ 39.25
25	Hubbell Larado Wall Lighter 150 Equal	Medium Size LED Wallpack	4	ea	\$ 167.18
26	Intermatic Astronomical Time Clock	Intermatic Astronomical Time Clock	1	ea	\$ 230.50
27	40A Fuse Type JJS	40A Fuse Type JJS	10	ea	\$ 14.48
28	50 Amp 600v TD Fuse	50 Amp 600v TD Fuse	10	ea	\$ 10.18
29	BRY5965Y 15A 120v Nylon Plug	15 AMP 120v Male Cord Plug	4	ea	\$ 2.10
30	7 Day Digital Astronomical Timer	Standard Wall Switch Timer	1	ea	\$ 34.50
31	Type 3R Hinged Enclosure 16x14x12	Outdoor 3R Junction Box	1	ea	\$ 118.00
32	RV Recept 50 Amp	P-54 Outdoor 50 Amp Receptacle	1	ea	\$ 24.33
33	Weatherproof Cover Metal	1 Gang Metal (In-use) cover	1	ea	\$ 9.30
34	Wire 10 Black Stranded	Wire 10 Black Stranded	1	500' Spool	\$ 78.65
35	Wire 10 White Stranded	Wire 10 White Stranded	1	500' Spool	\$ 78.65
36	Wire 10 Green Stranded	Wire 10 Green Stranded	1	500' Spool	\$ 78.65
37	Lamp Florescent F-32-T-8-835 25w 35k	Lamp Florescent F-32-T-8-835 25w 35k	20	Boxes	\$ 0.99
38	Lamp Florescent F-32-T-8 ADV841 2XL 25W 41K	Lamp Florescent F-32-T-8 ADV841 2XL 25W 41K	20	Boxes	\$ 0.99
39	Wire 12 Black Solid	Wire 12 Black Solid	1	500' Spool	\$ 44.80
40	Wire 12 White Solid	Wire 12 White Solid	1	500' Spool	\$ 44.80
41	Wire 12 Green Solid	Wire 12 Green Solid	1	500' Spool	\$ 44.80
42	Cover Recepticle Ivory Duplex	Cover Recepticle Ivory Duplex	25	ea	\$ 0.2275
43	Lamp Florescent F-32-T-8-8500 2xl 25W 5K	Lamp Florescent F-32-T-8-8500 2xl 25W 5K	5	Boxes	\$ 0.99
44	Connector Snap In AC/MC 3/8 AST	Connector Snap In AC/MC 3/8 AST	25	ea	\$ 0.5507
45	Liquid Light Conduit Non-metal 1/2"	Liquid Light Conduit Non-metal 1/2"	20	ea	\$ 0.28ft
46	Flex Metal Conduit 1/2 inch	Flex Metal Conduit 1/2 inch	20	ea	\$ 0.33ft
47	G Tap-1 Raychem Tap	G Tap-1 Raychem Tap	10	ea	\$ 21.13
48	Lamp Flourecent F28T5 / 835TL5 28W/ 835 HE	Lamp Flourecent F28T5 / 835TL5 28W/ 835 HE	2	Boxes	\$ 1.19
49	Switch 20a Single Pole	Switch 20a Single Pole	20	ea	\$ 1.41
50	EMT 1 Hole Clamp 1/2 Inch	EMT 1 Hole Clamp 1/2 Inch	20	ea	\$ 0.0408

51	Fixture Cobra Head, CREE LED XSP2	Fixture Cobra Head, CREE LED XSP2	5	ea	\$ 299.00
52	Lamp Flourecent 17/T8/TL735	Lamp Flourecent 17/T8/TL735	2	Boxes	\$ 0.89
53	Liquid Light Conduit Metal 1/2"	Liquid Light Conduit Metal 1/2"	10	ea	\$ 0.432ft
54	Pipe Hanger With Bolt 1/2 Inch	Pipe Hanger With Bolt 1/2 Inch	20	ea	\$ 0.18
55	EMT Conduit 3/4 x 10 feet	EMT Conduit 3/4 x 10 feet	20	ea	\$ 0.406ft
56	Fixture Sign Exit with Battery	Fixture Sign Exit with Battery	5	ea	\$ 12.30
57	Recepticle GFCI Commercial LED 20A 125v	Recepticle GFCI Commercial LED 20A 125v	10	ea	\$ 12.00
58	Lamp Compact Flourescent 26w 4 Tube 4 Pins	Lamp Compact Flourescent 26w 4 Tube 4 Pins	10	ea	\$ 1.08
59	EMT Coupling Rain Tight 3/4 Inch	EMT Coupling Rain Tight 3/4 Inch	10	ea	\$ 0.6745
60	EMT Connector Rain Tight 3/4 Inch	EMT Connector Rain Tight 3/4 Inch	10	ea	\$ 0.6686
61	Wire Mold Conduit 10ft V-700	Wire Mold Conduit 10ft V-700	5	ea	\$ 0.86ft
62	Unistrut Strap 3/4 Universal	Unistrut Strap 3/4 Universal	5	ea	\$ 0.90
63	Polaris Connector 1/0-14 AWG # IT-1/0 NSI 1/0-14Awg INSD-Tap Conn	Polaris Connector 1/0-14 AWG # IT-1/0 NSI 1/0-14Awg INSD-Tap Conn	5	ea	\$ 8.35
64	Box Cit-in Deep 3x3x3-1/2 Deep 1/2 KO	Box Cit-in Deep 3x3x3-1/2 Deep 1/2 KO	5	ea	\$ 3.09
					\$ 0.13
65	Nut Wire Tan	Nut Wire Tan	2	100/Box	\$ 0.11each
66	Switch 3way CS320BI 20A, 120/277V	Switch 3way CS320BI 20A, 120/277V	10	ea	\$ 2.18
67	Tape Elect Vinyl	Tape Elect Vinyl	5	ea	\$ 0.73
68	Fuse 20 Amp 250 Volt	Fuse 20 Amp 250 Volt	10	ea	\$ 2.74
69	Combination Smoke/CO Detector 10 year Lithium Battery	Combination Smoke/CO Detector 10 year Lithium Battery	5	ea	\$ 28.00
70	Fixture Sign Exit LED Emergency Exit/Light Combo	Fixture Sign Exit LED Emergency Exit/Light Combo	2	ea	\$ 31.55
71	Tape Electric Super 33	Tape Electric Super 33	5	ea	\$ 3.47
72	Fixture Surface Mount LED Luminaire SDL6/15/930/D27	Fixture Surface Mount LED Luminaire SDL6/15/930/D27	5	ea	\$ 15.25
73	Lamp, Self Ballasted 26w Compact Flourecent Twister	Lamp, Self Ballasted 26w Compact Flourecent Twister	10	ea	\$ 3.09
74	LED Round Retrofit Kit	Fulham Round LED Retrofit Kit	5	ea	\$ 43.70
75	LED Rectangle Retrofit Driver Kit	Fulham Rectangle LED Retrofit Kit	5	ea	\$ 41.30
76	2 Lamp Normal Power Ballast	Standard 2 Lamp T-8 Electronic Ballast	2	ea	\$ 8.50
77	Nut Wire Red 100/BX	Nut Wire Red 100/BX	2	100/Box	\$ 0.12each

78	Combination Smoke/CO Detector 110 Volt Photo Electric w/ Interconnect	Combination Smoke/CO Detector 110 Volt Photo Electric w/ Interconnect	2	ea	\$ 28.00
79	Fuse 100 Amp 250 Volt	Fuse 100 Amp 250 Volt	10	ea	\$ 7.86
80	Safety Switch 30A 3 Fuse 240v Indoor	Safety Switch 30A 3 Fuse 240v Indoor	1	ea	\$ 37.81
81	Safety Switch 30A 3 Fuse 240v Outdoor	Safety Switch 30A 3 Fuse 240v Outdoor	1	ea	\$ 56.58
82	Safety Switch 100A 3 Fuse 240v Outdoor	Safety Switch 100A 3 Fuse 240v Outdoor	1	ea	\$ 105.22
83	4-Lamp Normal Power Ballast	4 Lamp T-8 Electronic Ballast	2	ea	\$ 10.50
84	AC Switch 2 gang Evaporative Cooler	AC Switch 2 gang Evaporative Cooler	5	ea	\$ 7.84

REGENTS OF NEW MEXICO STATE UNIVERSITY

BY: _____

Date: 10/26/17

Javier Cordero, Chief Procurement Officer

CONTRACTOR:

BY: _____

Date: 10/26/2017

Printed Name: Troy W Young

Title: Inside Sales

Business/Order Contact Information:

Name: Troy W. Young

E-mail: twyoung@winlectric.com

Phone: 575-523-5614

Fax: 575-523-5616

Website: www.lascsuiveswinlectric.com