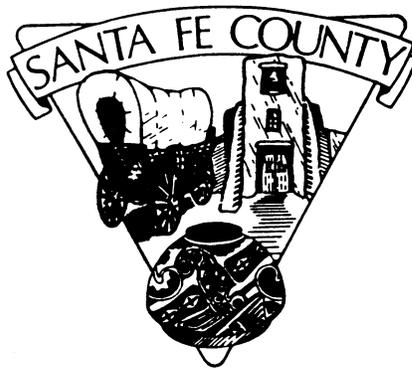


**SANTA FE COUNTY
PUBLIC SAFETY DEPARTMENT**

INVITATION FOR BIDS



****RE-BID****

IFB# 2017-0019-SD/IC

**UNIFORMS
FOR SHERIFF'S OFFICE**

August 2017

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ADVERTISEMENT

SANTA FE COUNTY

INVITATION FOR BIDS

IFB# 2017-0019-SO/IC

****RE-BID****

**UNIFORMS FOR
SHERIFF'S OFFICE**

Santa Fe County is requesting bids for the purpose of procuring Uniforms for the Santa Fe County Sheriff's Department. Bids may be held for ninety (90) days subject to all action by the County. Santa Fe County reserves the right to reject any and all bids in part or in whole. A completed bid package shall be submitted in a sealed container indicating the bid title and number along with the bidding firm's name and address clearly marked on the outside of the container. **All bids shall be received by the deadline of 2:00 P.M., Thursday August 25, 2016, at the Santa Fe County Purchasing Division, 142 West Palace Avenue, Second Floor, Santa Fe, NM, 87501.** By submitting a bid for the requested materials and/or services each firm is certifying that their bid is in compliance with regulations and requirements stated within the Invitation For Bid package.

EQUAL OPPORTUNITY EMPLOYMENT: All qualified bidders will receive consideration of contract(s) without regard to race, color, religion, sex or national origin. Proponents of this work shall be required to comply with the President's Executive Order No. 11246 as amended.

Invitation For Bid packages will be available by contacting Iris Cordova, Procurement Specialist Senior, icordova@santafecountynm.gov or Santa Fe County Purchasing Division, 142 West Palace Avenue, Second Floor, Santa Fe, New Mexico 87501, or (505) 986-6337 or on our website at:

www.santafecounty.org/about_us/current_bid_solicitations.php

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY SANTA FE COUNTY.

Santa Fe County
Purchasing Division
Publish: August 7 & 8, 2016

BID INSTRUCTIONS

1. All bids shall be submitted on the Santa Fe County “Invitation for Bids” forms provided herein.
2. All bids must be received no later than **2:00 PM (MDT) on Thursday August 25, 2016** at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Bokum Building, Second Floor), Santa Fe, NM 87501.

Hand Delivery or by Courier:

Iris Cordova
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501
Telephone Number (505) 986-6337

3. Bids must be submitted in a sealed envelope or container and be clearly marked with the words: **Sealed Bid Enclosed, IFB# 2017-0019-SO/IC**. Bids that are not submitted in a sealed envelope or container will not be accepted.
4. Filing time marked or stamped on the sealed envelope or container by the Santa Fe County Purchasing Division shall be the official time of receipt of the bid.
5. All bids shall remain sealed until the date and time specified in the “Advertisement” on Page 2 of this bid package.
6. To preclude possible errors and/or misinterpretations, bid prices shall be affixed in ink, legibly written or typed. In case of discrepancy, amounts stated in words shall govern.
7. Acknowledgement of Receipt Form

Interested bidders should hand deliver or return by facsimile, e-mail, by registered or certified mail the "Acknowledgement of Receipt Form" that accompanies this document (See “Appendix A”) to have their organization placed on the procurement distribution list. The form should be legibly completed and signed by an authorized representative of the organization, dated and returned by close of business on **August 18, 2016**.

The procurement distribution list will be used for the distribution of written responses to questions and any IFB amendments.

8. Campaign Contribution Disclosure Form

Bidders must complete and submit with their bid the Campaign Contribution Disclosure Form, “Appendix B”.

GENERAL TERMS & CONDITIONS

1. **Bid Modification and Withdrawal:** After bid opening, no modifications of bids shall be permitted. A Bidder alleging a material mistake of fact after the opening of bids may be permitted to withdraw its bid upon written request prior to contract award. Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purposes of correction and/or change. Such modifications shall be properly identified and signed or initialed by the Bidders authorized representative or agent. Resubmission of the modified bid must be received within the specified time of bid opening in order to be considered.
2. **Method of Award, if applicable:** Santa Fe County reserves the right to award a “Multiple Source Award” pursuant to Section 13-1-153 NMSA 1978, to the bidder(s) submitting the lowest responsive bid(s) meeting or exceeding specifications and terms and conditions for those items.
3. **Notification of Award:** The successful Bidder(s) shall be notified in writing within five (5) working days of contract award. The successful Bidder(s) will be issued subsequent purchase order(s) for goods and/or services as predicated by the Scope of Work, Specifications or supplemental agreement, if applicable, prepared by Santa Fe County.
4. **Delivery:** Time is of the essence for purposes of this solicitation. All damages resulting from late delivery of goods or services shall be the responsibility of the bidder.

All items bid or services are to be delivered F.O.B. Santa Fe County, at a site to be determined by the County at the time a purchase order is released, except specifically set forth herein. In the event of failure of the bidder to deliver in accordance with this requirement, the bidder shall be liable to the County for late delivery liquidated damages in the amount of \$100.00 each day the materials and services are delivered late.

5. **Payment Terms:** Santa Fe County has a period of net thirty (30) days from acceptance of goods or services to pay the contractor.
6. **Applicable Taxes:** Bid prices offered by interested bidders are not to include applicable taxes. The County agrees to pay all applicable taxes where required. Santa Fe County is exempt from paying taxes on supplies and goods. The awarded bidder may request a non-taxable transaction certificate (NTTC) from the Purchasing Division.
7. **Estimated Quantities:** All bidders understand that any quantities stated in this IFB are estimated quantities and those actual quantities may vary. Santa Fe County assumes no liability in the event actual requirements do not equal the stated estimated quantities. Actual purchases by the County for materials and/or services stated in this IFB are contingent upon available funding.
8. **Inspection and Acceptance:** Final inspection and acceptance of materials will be made by the County at the point of delivery. Non-conforming materials shall be rejected by the

County and shall be removed by the bidder at its own risk and expense promptly upon notification of the non-conformance.

9. **Warranties**: The bidder agrees that the goods and/or services furnished under this IFB shall be covered by most favored commercial warranties the bidder gives to any customer for such goods and/or services and that the rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause in any resulting order. The bidder agrees not to disclaim warranties of fitness for a particular purpose and warranty of merchantability.
10. **Invoice Requirements**: The contractor(s) invoice shall be submitted in triplicate, duly certified, and contain at a minimum the following information to be acceptable to the County:
 - Purchase order number
 - Invoice number
 - Unit/Hourly/Discount prices (include extended totals)
 - Complete descriptions of goods and/or services rendered
 - Separate invoices shall be issued for each completed shipment, project or phase of services
11. **Rights to Cancel**: The County reserves the right to cancel all or any part of any resulting order without cost to the County if the contractor(s) fails to meet material provisions of the order, and except as otherwise provided herein, to hold the contractor(s) liable for any excess costs associated with the contractor's default. The awarded contractor(s) shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the contractor. Such causes include, but are not restricted to, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the County can determine that the goods or services to be supplied by the subcontractor were obtainable from other sources in sufficient time to meet the required delivery schedule. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to other rights provided under applicable laws.
12. **Bidders Certification**: In submitting a bid, the bidder certifies that it has not directly or indirectly entered into actions that may restrict open and effective competition for items subject to this IFB by the County.
13. **Compliance with FCRA**: Bidders submitting bids shall be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.1979).

14. **Specifications:** The apparent silence of the specification as to any detail or apparent omission from them of detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and only materials and workmanship of first quality are to be used.
15. **Rejection of Bids:** The County reserves the right to reject any and all bids in part or whole, to waive technicalities, make single or multiple awards without discussions with Bidders and to accept the offer it deems to be in the best interest of Santa Fe County, giving due consideration to prices, quality of goods or services, distribution and delivery facilities available and time of delivery.
16. **Interpretation of Bid Specifications:** Technical expertise may be required to provide materials that will conform to all applicable federal, state and local standards and to function as indicated in the specifications. The awarded bidder shall be responsible for ensuring that goods and/or services offered meet or exceed the stated criteria.

ANY EXCEPTIONS TO THE SPECIFICATIONS SHALL BE CLEARLY NOTED AND EXPLAINED.

17. **Interpretation of Meaning:** No interpretation of the meaning of the specifications or other documents will be made to any bidder orally. Each request for interpretations shall be in writing to Pamela Lindstam, Santa Fe County, Purchasing Division at 142 W. Palace Avenue, Second Floor, Santa Fe, NM, 87501, through e-mail at plindsta@santafecountynm.gov or via fax at (505) 989-3243, and to be given consideration must be received at least seven (7) working days prior to the date fixed for the receipt of bids.
18. **Communication:** Direct communication with the County, other than through the aforementioned individual, may result in the elimination of the bidder's offer from consideration.
19. **IFB Corrections:** Any and all interpretations and supplemental instructions will be in the form of written addenda to the IFB which, if issued, will be e-mailed, faxed or other means determined by the County as reasonable to expedite this process to all prospective firms prior to the date fixed for the receipt of bids. A new bid opening schedule may be set to allow for modification and resubmission of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve such bidder from any obligation under their bid as submitted. **All addenda so issued shall become part of the contract documents and shall be acknowledged by the bidder on the bid sheet hereto attached.**
20. **Brand Names and Model Numbers, if applicable:** Specifications in this IFB are not meant to be restrictive, but descriptive. Specifications contained herein reflect the minimum acceptable standards and are not intended to restrict competition. No substitute specifications may be included. Exceptions may be made only if required to match existing equipment, or conform to pre-existing conditions which preclude mismatch of sizes, styles or color. Substitutions which would require additional delivery time, expense or modifications of the original design may be rejected.

21. **Item Description(s), if applicable:** All items on all pages of the specification are representative of the desired sizes and dimensions and as such are intended as guides to bidders in the preparation of bids. Bids of equivalent items will be considered for award if (1) such items are clearly identified by manufacturer's name, brand, and model number, if any, in the offer; (2) descriptive literature or other such data is provided to show that the equivalent items are equal to the brand name; and (3) the County determines such items to be equal in all material respects to the salient specifications of the products required.
22. **Compatibility or Brand Name(s), if applicable:** Bidders shall clearly indicate that it is offering an "equal" product unless the bidder is offering the brand name product(s) referenced in the inquiry. Should any specified brands or models be listed incorrectly, discontinued or improved, the bidder shall note such changes in its responses and include the pertinent details regarding the change. In the event the item has been discontinued, the bidder will be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.
23. **Evaluation and Determination of Product(s):** The evaluation of bids and the determination as to equality of the product or service proposed shall be the responsibility of the County and will be based on information provided in the bid and/or information reasonably available to the County.
24. **Two or more identical bids:** If two or more identical low bids are received, the County will apply the process described at Section 13.1.110 NMSA 1978, of the State Procurement Code.
25. **Collusion:** No bidder shall submit more than one bid in response to this IFB. Collusion among bidders or the submission of more than one bid under different names by any firms or individual shall be cause for rejection of all bids in question without consideration.
26. **Protest Procedure:** Any bidder who is aggrieved in connection with procurement may protest to the County Procurement Manager as set forth in Board of County Commissioners Resolution No. 2006-60. A copy of Resolution No. 2006-60 is available upon request.
27. **Consideration of Bids:** Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the Base Bids and Alternates or Bid Items, if any, will be made available to the bidders. Each bid shall be open to public inspection under the Public Records Act.
28. **Bid Security:** Bid Security in the amount of ***\$1,000*** shall accompany the bid. Security may be in the form of a certified check or bank cashier's check made payable to Santa Fe County or a bid bond issued by a surety licensed to conduct business in the State of New Mexico, or other surety in form satisfactory to the County. The Bid Security of the successful bidder will be retained until the bidder has executed the Agreement, whereupon the bid security will be returned. If the bidder fails to execute and deliver the Agreement within ten (10) days of Notice of Award, the County may cancel the Notice of Award and the Bid Security of that bidder will be forfeited. **The Bid Security of any bidder whom the County believes to have a reasonable chance of receiving the award may be retained by the County until**

either the seventh day after the executed Agreement is delivered by the County to the Contractor and the required Contract Security is furnished, or the sixty-first day after the bid opening, whichever is earlier. Bid security of other bidders will be returned within thirty (30) days of the bid opening.

Bid Security in the form of checks, except the Bid Security of the two lowest bidders, will be returned immediately following the opening and checking of the bids. The retained Bid Security of the unsuccessful of the two lowest bidders, if in the form of a check, will be returned within fifteen (15) days following the award of contract. The retained Bid Security of the successful bidder, if in the form of a check, will be returned after a satisfactory contract bond has been furnished and the contract has been executed. Bid Securities in the form of Bid Bonds will be returned only upon the request of the unsuccessful bidder, but will be released by the County Purchasing Agent after the Notice to Award is sent by the County.

29. **Insurance Requirements:** At a minimum upon execution of the Agreement between the County and the contractor, the contractor shall furnish to the County, Certificates of Insurance naming Santa Fe County as an additional insured on the insurance coverage set forth in the terms and conditions of the purchase order.
30. **Notice:** 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 kick backs.
31. **Preferences in Procurement:**

A. *New Mexico In-state Preference.*

New Mexico law, Section 13-1-21 et seq., NMSA 1978, provides a preference in the award of a public works contract for an “**in-state resident business**”. Application of a resident business preference requires the bidder to provide a copy of a valid and current certification as a resident business. Certificates are issued by the State Taxation and Revenue Department.

If a bidder submits with its bid a copy of a valid and current in-state resident business certificate, the bidder’s bid will be deemed to be 5% lower than the bid actually submitted.

Certification by the Department of Taxation and Revenue takes into consideration such activities as the business’ payment of property taxes or rent in the state, and payment of unemployment insurance on employees who are residents of the state.

OR

B. *New Mexico Resident Veteran Preference.*

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a “**resident veteran business**”. Certification by the Department of Taxation and Revenue for the resident veteran business requires the bidder to provide evidence of annual revenue and other evidence of veteran status.

A bidder who wants the veteran business preference to be applied to its bid is required to submit with its bid the certification from the Department of Taxation and Revenue and the sworn affidavit attached hereto as Appendix D.

If a bidder submits with its bid a copy of a valid and current veteran resident business certificate, the bidder’s bid will be deemed to be 10%, 8% or 7% lower than the bid actually received, depending on the business’ annual revenue.

The resident business preference is not cumulative with the resident veteran business preference.

The in-state, veteran or County preferences do not apply to procurement of services or goods involving federal funds or federal grant funds.

Additional information about obtaining the certificate as a resident contractor and resident veteran contractor may be found at:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

SUPPLEMENTAL TERMS & CONDITIONS

1. **Intent of Specifications:** The following specifications are intended to describe the requirements by Santa Fe County. The County reserves the right to accept some minor variances in the approved goods and/or services offered by the bidders if such acceptance is determined to be in the best interest of the County.
2. **Qualified Bidders:** Bids may be accepted from vendors and/or factory authorized dealers who are able and willing to provide responsive service to the County. Bidders must be in a position to offer the lowest cost/highest effectiveness, completely meeting all established state and federal regulations or exceeding the minimum specifications contained herein. When additional equipment (components) are required to complete a bid package which is not usually supplied by the Bidder, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the bidder. All bidders may be required to include references from three (3) or more places of business that these items were sold to.
3. **Inspection of Work (If Applicable):** Representatives of the Santa Fe County Purchasing Division shall have access, at any reasonable time, to the bidder's and manufacturer's facilities for the purposes of inspection during the agreement period, to inspect the facility during its normal working hours. The costs associated with such inspection trips shall be borne by the County.
4. **Payment or Acceptance Not Conclusive:** No payment made under this Agreement shall be conclusive evidence of the performance of the contract, either in whole or in part, and no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, and shall not relieve the Bidder from corrections of defects. The final acceptance shall not be binding upon the County or conclusive, should it subsequently develop the bidder had furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the County shall have the right, notwithstanding final acceptance and payment, to cause the services to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the bidder.
5. **Order of Preference:** In the event of conflict between the Bid Instructions, General Terms and Conditions, Supplemental Terms and Conditions, and the purchase order, the provisions of the purchase order shall prevail.
6. **Contract Terms and Conditions:** The contract between the County and the contractor shall follow the terms and conditions as stipulated throughout this Invitation for Bid. The County reserves the right to negotiate with a successful bidder terms and conditions in addition to those contained in this IFB. The contents of this IFB, as revised and /or supplemented, the successful contractor's bid, and any additional terms and conditions (if applicable) as negotiated shall be accepted by the County and the Contractor as the contractual documents.

Should the bidder object to any of the County's terms and conditions, as stipulated throughout this IFB, that bidder must propose specific alternative language. The County may

or may not accept the bidder's alternative language. General references to the bidder's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the bidder's bid. Bidders must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

7. **Sufficient Appropriation**: Any contract awarded as a result of this IFB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

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GENERAL SPECIFICATIONS

A. OBJECTIVE DESCRIPTION

Santa Fe County is issuing an Invitation for Bids for Uniforms for the Santa Fe County Sheriff's Office with the intent to award a firm, fixed, indefinite quantity price agreement.

The County intends to award the successful bidder(s) a one (1) year Price Agreement with the option to renew for an additional three (3) years for a total contract term of four (4) years.

B. SCOPE OF WORK

The contractor shall:

1. Assume full responsibility for material, workmanship and uniformity of product and in the event of error, bidder shall immediately replace any and all pieces of the Sheriff's Uniforms at no cost to the County, in which supplier errors and/or defects shall have occurred. Determination of error and/or unacceptability shall be the sole responsibility of the Santa Fe County Sheriff's Office and such determination and/or judgment shall be final.
2. Assume full responsibility for:
 - a) Complete and uniform shrinkage of material;
 - b) Uniformity of Color;
 - c) Quality of Material; and
 - d) Reviewing all current SFCSD logos & patches prior to responding to this bid in order for bidder to be fully informed of the exact nature and requirements
3. Schedule appointments for measurements of all Sheriff's Office personnel. The prices stated in the bid document shall include all costs for hemming and any alterations (if necessary).
4. Obtain all items from a national reputable manufacturer and no items will be manufactured by the bidder. All items shall have a manufacturer's tag attached.
5. Confirm that all uniform gear shall include delivery costs to Santa Fe County Sheriff's Office. Delivery shall be FOB Destination.
6. Ensure all uniform gear will be shipped in boxes suitable to protect against damage during shipment.

UNIFORM SPECIFICATIONS

NOTE: All bidders are directed to take special attention to the rigid requirements of the specifications as to styles, sizes, workmanship and character of tailoring.

Bidders shall provide samples of each article of clothing as outlined below with its bid submittal. The clothing samples will be returned to each bidder after contract award.

1. Long Sleeve Uniform Shirts (Female)

Dress style, top center placket front, full cut tapered fit, Freedom collar, long sleeve with barrel cuffs, and dress shirrtail. Zipper or six (6) buttons and buttonholes on front of shirt. Cuff to be two (2) button adjustable. Two (2) pleated breast pockets with topstitched scalloped flaps. Topstitched shoulder straps must have functional buttonhole to attach to sewn button on shoulder of shirt. Full badge reinforcement shall have two (2) buttonhole eyelets. Matching inside yoke and collar-band of high lustre PolyTwill. Features 9.5-10.0 oz./linear yard, 68% Dacron Polyester, 30% Rayon, and 2% Lycra. Work wear industrial style shirt construction is unacceptable and shall be cause for rejection.

Manufacturer: **Flying Cross or equivalent**

Color: **Gray**

2. Short Sleeve Uniform Shirts (Female)

Dress style, top center placket front, full cut tapered fit, convertible sport collar, short sleeve and dress shirrtail. Zipper or six (6) buttons and buttonholes on front of shirt. Two pleated breast pockets with topstitched scalloped flaps. Topstitched shoulder straps must have functional buttonhole to attach to sewn button on shoulder of shirt. Full badge reinforcement shall have two (2) buttonhole eyelets. Matching inside yoke and banana band of high luster PolyTwill. Features 9.5-10.0 oz./linear yard, 68% Dacron Polyester, 30% Rayon, and 2% Lycra. Work wear industrial style shirt construction is unacceptable and shall be cause of rejection.

Manufacturer: **Flying Cross or equivalent**

Color: **Gray**

3. Long Sleeve Uniform Shirts (Male)

Dress style, top center placket front, full cut tapered fit, Freedom Collar, long sleeve with barrel cuffs, and dress shirrtail. Zipper or seven (7) buttons and buttonholes on front of the shirt. Cuffs must have two (2) buttons and corresponding buttonholes set vertically with one button and buttonhole in center of facing. Two (2) pleated breast pockets with topstitched scalloped flaps. Topstitched shoulder straps must have functional buttonhole to attach to sewn button on shoulder of shirt. Full badge reinforcement shall have two (2) buttonhole eyelets. Matching inside yoke and collar-band of high lustre PolyTwill. Features 9.5-10.0oz./linear yard, 68% Dacron Polyester, 30% Rayon, and 2% Lycra. Work wear industrial style shirt construction is unacceptable and shall be cause for rejection.

Manufacturer: **Flying Cross or equivalent**

Color: **Gray**

4. Short Sleeve Uniform Shirt (Male)

Dress style, top center placket front, full cut tapered fit, convertible sport collar, short sleeve and dress shirttail. Zipper or seven (7) buttons and buttonholes on the front of shirt. Two (2) pleated breast pockets with topstitched scalloped flaps. Topstitched shoulder straps must have functional buttonhole to attach to sewn button on shoulder of shirt. Full badge reinforcement shall have two (2) buttonhole eyelets. Matching inside yoke of high luster PolyTwill. Features 9.5-10.0 oz./linear yard, 68% Dacron Polyester, 30% Rayon, and 2% Lycra. Work wear industrial style shirt construction is unacceptable and shall be cause for rejection.

Manufacturer: **Flying Cross or equivalent**

Color: **Gray**

5. Sweater

200 V-Neck Commando. Features 100% pure virgin wool. Pullover style. Two by two (2 x 2) pile knit design with reinforcement patches on shoulders. Epaulets, badge tab and name tab with brass eyelets required.

Manufacturer: **Blauer or equivalent**

Color: **Black**

6. Trousers (Female)

Garment shall be manufactured from an up-to-date women's pattern for comfort and easier sizing. The trouser styling shall be T-11: plain front, two (2) quarter top front pockets, two (2) side cargo pockets with hidden cell phone pocket inside right pocket and two (2) hip pockets professionally finished with no visible topstitching. The trouser shall be made with Freedom Fit waistband and there shall be a minimum of seven (7) belt loops. The waistband closure shall be accomplished with a single crush proof hook and eye centered on the waistband for maximum wearer comfort. Features 11 ½ -12oz./per linear yard, 70% Polyester, 28% Rayon, 2% Lycra and a serge weave. Work wear industrial style construction is unacceptable and shall be cause for rejection.

Manufacturer: **Flying Cross or equivalent**

Color: **Black**

7. Dress Trousers (Female)

Garment shall be manufactured from an up-to-date women's pattern for comfort and easier sizing. The trouser styling shall be T-1: plain front, two (2) quarter top front pockets, and two (2) hip pockets professionally finished with no visible topstitching. The trouser shall

be made with Freedom Fit waistband and there shall be a minimum of seven (7) belt loops. The waistband closure shall be accomplished with a single crush proof hook and eye centered on the waistband for maximum wearer comfort. Features 11 ½- 12oz./per linear yard, 70 % Polyester, 28% Rayon, 2 % Lycra and a serge weave. Work wear industrial style construction is unacceptable and shall be cause for rejection.

Manufacturer: **Flying Cross or equivalent**

Color: **Black**

8. Trousers (Male)

Trouser shall be manufactured from an up-to-date men's uniform trouser pattern. The trouser styling shall be T-11; plain front, two (2) quarter top front pockets, two (2) side cargo pockets with hidden cell phone pocket inside right pocket and two (2) hip pockets professionally finished with no visible topstitching. The trouser shall be made with Freedom Fit waistband and there shall be a minimum of seven (7) belt loops. The waistband closure shall be accomplished with a single crush proof hook and eye centered on the waistband for maximum wearer comfort. Features 11 ½ - 12 oz./per linear yard, 70% Polyester, 28% Rayon, 2% Lycra and a serge weave. Work wear industrial style construction is unacceptable and shall be cause for rejection.

Manufacturer: **Flying Cross or equivalent**

Color: **Black**

9. Dress Trousers (Male)

Trouser shall be manufactured from an up-to-date men's uniform trouser pattern. The trouser styling shall be T-1: plain front, two (2) quarter top front pockets, and two (2) hip pockets professionally finished with no visible topstitching. The trouser shall be made with the Freedom Fit waistband and there shall be a minimum of seven (7) belt loops. The waistband closure shall be accomplished with a single crush proof hook and eye centered on the waistband for maximum wearer comfort. Features 11 ½ - 12 oz./per linear yard, 70 % Polyester, 28% Rayon, 2% Lycra and a serge weave. Work wear industrial style construction is unacceptable and shall be cause for rejection.

Manufacturer: **Flying Cross or equivalent**

Color: **Black**

10. Uniform Tie

Clip on 100% woven textured polyester, plain weave, soil release finish, low stretch. Four (4) to five (5) oz. per square yard. Snap on adjustable finished length from top of knot to tip of tie. To be regular or long in size.

Manufacturer: **Uniform Dravats or equivalent**

Color: **Black**

11. Windbreaker

Lightweight shell jacket features convenient chest and side pockets with zip in liners. Made of nylon cloth coated with a water repellent finish. Pockets, flaps, collars and cuffs interlined for sharp appearance. Two (2) utility side pockets. Zipper front to neck. Badge tab and epaulets required.

Color: **Black**

12. Coveralls

Material to be a combination of polyester and cotton. Durable press with soil release. Side vent openings. Set in front pockets, two (2) breast pockets, two (2) patch hip pockets.

Manufacturer: **Dickie or equivalent**

Color: **Black**

13. Jacket (All-Season)

Brand Name or Equal. All-Season Active Duty Jacket, material to be High Quality Polyester Micro Fleece and Performance Tactel, designed with Public Safety requirements to function with warmth and wind resistance and having features associated with outerwear: Long Sleeved, Zipped Neck, Hidden Hood, Adjustable Sleeves, Removable Fleece Inner Ware. Two (2) zippered front pockets with two (2), two (2) way front pockets on the outer shell with snaps and fleece lining.

Manufacturer: **Spiewak 3-Season Jacket or equivalent**

Color: **Black**

14. Name Plate

The deputy's name and rank on a gold and black plate with rank above the name.

15. Hat

Manufacturer: **Midway Cap-Police 8 Point or equivalent**

Color: **Black**

BID FORM

Project: Uniforms for the Sheriff's Office

IFB No. 2017-0019-SO/IC

Bidder Information:

This Bid is submitted to:

Name:

Santa Fe County Purchasing Division

Address:

142 W. Palace Ave. (2nd Floor)

Santa Fe, New Mexico 87501

Attn: Pamela Lindstam

Having read the Santa Fe County Bid Instructions, Terms and Conditions and Supplemental Terms and Conditions and examined the specifications sheet(s) for the Invitation for Bids reference **IFB# 2017-0019-SO/IC** we hereby submit the attached firm offer for which will remain open for a period not to exceed ninety (90) days in accordance with all terms and conditions represented in this solicitation for:

UNIFORMS FOR SHERIFF'S OFFICE

Firm Name (typed or printed)

Signature

Name

Title

Email Address

Telephone: (____) _____

NM State Resident Business or Veteran Preference Number: _____
(Attach copy of Preference Certificate to Bid)

Business License Number: _____
(Attach copy of Business License to Bid)

(___) Bid Security (Included in Bid)

(___) Received addenda #'s _____ & _____ & _____ when issued.

BID SHEET
IFB# 2017-0019-SO/IC
UNIFORMS FOR SHERIFF'S OFFICE

Please offer your best price for all items listed in Exhibit A. **The Bidders shall complete the following bid sheet in full, including signature at the bottom as stated.** Be advised that award may be made without discussion with Bidders on offers received.

BIDDERS SHALL PROVIDE SAMPLES OF EACH ARTICLE OF CLOTHING/GEAR WITH ITS BID SUBMITTAL.

THE BIDDER SHALL MAKE ARRANGEMENTS TO HAVE SAMPLES RETURNED AFTER CONTRACT AWARD.

REFERENCES REQUIRED WITH BID SUBMITTAL:

Bids must include three (3) external client references from clients who received similar services. The minimum information that must be provided about each reference is:

1. Name of individual or company
2. Address of individual or company.
3. Name of contact person
4. Telephone number of contact person
5. Type of services provided and dates services were provided

EXHIBIT A

Bidder must include price for all items listed.

ITEM #	EST. QTY	ITEM DESCRIPTION	PRICE PER UNIT	MODEL NUMBER
1	100	LONG SLEEVE UNIFORM SHIRT W/BUTTON - FEMALE		
1A	100	LONG SLEEVE UNIFORM SHIRT W/BUTTON - MALE		
2	100	LONG SLEEVE UNIFORM SHIRT W/ZIPPER - FEMALE		
2A	100	LONG SLEEVE UNIFORM SHIRT W/ZIPPER - MALE		
3	100	SHORT SLEEVE UNIFORM SHIRT W/BUTTON - FEMALE		
3A	100	SHORT SLEEVE UNIFORM SHIRT W/BUTTON - MALE		
4	100	SHORT SLEEVE UNIFORM SHIRT W/ZIPPER - FEMALE		
4A	100	SHORT SLEEVE UNIFORM SHIRT W/ZIPPER - MALE		
5	20	FLEET - PROPERTY/EVIDENCE LONG SLEEVE POLO W/ BUTTONS - FEMALE		
5A	20	FLEET - PROPERTY/EVIDENCE LONG SLEEVE POLO W/ BUTTONS - MALE		
6	20	FLEET - PROPERTY/EVIDENCE LONG SLEEVE POLO W/ ZIPPER - FEMALE		
6A	20	FLEET - PROPERTY/EVIDENCE LONG SLEEVE POLO W/ ZIPPER - MALE		
7	20	FLEET - PROPERTY/EVIDENCE SHORT SLEEVE POLO W/ BUTTONS - FEMALE		
7A	20	FLEET - PROPERTY/EVIDENCE SHORT SLEEVE POLO W/ BUTTONS - MALE		
8	20	FLEET - PROPERTY/EVIDENCE SHORT SLEEVE POLO W/ ZIPPER - FEMALE		

8A	20	FLEET - PROPERTY/EVIDENCE SHORT SLEEVE POLO W/ ZIPPER - MALE		
9	100	SWEATER (BLACK)		
10	100	DRESS TROUSERS - FEMALE		
11	100	DRESS TROUSERS - MALE		
12	100	UNIFORM TIE (BLACK)		
13	100	WINDBREAKER (BLACK) Tact Squad		
14	100	COVERALLS		
15	100	SPIEWAK 3-SEASON JACKET (Brand Name or Equal)		
16	100	Nameplate		
17	100	8" Ultra Lites Side Zip Boots		
18	100	8" Tactical Leather/Nylon Boots		
19	100	Collar Insignia		
21	100	Hat (Midway Cap-Police 8 point)		
22	100	Black Sheriff Beanie		
23	20	6 Pocket EMT Uniform Pants, Navy Blue		
24	20	Long Sleeve Uniform Shirt / French Blue		
25	20	Short Sleeve Uniform Shirt / French Blue		

Contractor's Name: _____

Contractor's Phone: _____ Email address: _____

Signature of Authorized Contractor's Agent: _____

Title: _____

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

UNIFORMS FOR SHERIFF’S OFFICE

IFB# 2017-0019-SO/IC

An Acknowledgement of Receipt Form should be signed and submitted to the Purchasing Division no later than **August 18, 2016** by close of business. Only Bidders who elect to return this completed form, with the intention of submitting a bid, will receive copies of the County’s written responses as well as IFB Addenda, if any are issued.

BIDDER: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO: _____

E-MAIL: _____ FAX NO: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

The above name and address will be used for all correspondence related to the IFB. Bidder does / does not (CIRCLE ONE) intend to respond to this IFB.

Iris Cordova
Santa Fe County
Purchasing Division
142. W. Palace Avenue (Second Floor)
Santa Fe, NM 87501
Telephone: (505) 986-6337
Fax: (505) 989-3243
Email: icordova@santafecountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office.

“Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX C

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans’ preference to this procurement.

Please check one box only:

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

“In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.”

“I understand that knowingly giving false or misleading information on this report constitutes a crime”.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material facts regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

SIGNED AND SEALED THIS _____ DAY OF _____, 2016.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D

SAMPLE PRICE AGREEMENT UNIFORMS FOR SHERIFF'S OFFICE

THIS AGREEMENT is made and entered into this ____ day of _____, 2016 by and between **Santa Fe County**, a political subdivision of the County of the State of New Mexico (hereinafter referred to as "the County") and _____, a Corporation authorized to do business in Santa Fe County (hereinafter referred to as "the contractor")

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

- A. "County" shall mean the County of Santa Fe, New Mexico.
- B. "Using Department or Department" shall mean a Department of Santa Fe County.
- C. "Purchase Order" shall mean a fully executed Purchase Document issued by the County Purchasing Department that specifies the items and services to be provided by the Contractor.
- D. "Price Agreement" means this indefinite quantity Price Agreement which requires the Contractor to provide the items to a Using Department which issues a Purchase Order.
- E. "Price" means the prices paid by the County and its Departments for the uniforms for the Sheriff's Office as described in Exhibit A.

2. GOODS TO BE PROVIDED

- A. **Purchase.** Exhibit A of this Price Agreement is the prices for the Contractor's services and deliverables. Exhibit A also indicates any specifications required for the items that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items listed on Exhibit A. Any service ordered by the County must be an item described on Exhibit A. All orders issued hereunder must bear both an order number and the number of this Price Agreement #2013-0299-SO/PL REBID.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the items listed on Exhibit A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of items be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the item(s) and service.
- D. **Specifications.** The items furnished under this Price Agreement shall meet or exceed the specifications provided in the Information for Bidders, IFB# 2013-0299-SO/PL REBID including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement items/services(s) and price(s).
- E. **Delivery and Billing Instructions.**
 - 1. The Contractor shall deliver the items in accordance with the County's instructions. The Contractor shall also deliver, with the items ordered, an invoice listing the order number and the Price Agreement number.

2. Whenever, the Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.
3. The Department will inform the Contractor within five business days that a deliverable is unacceptable by the Department.
4. Prices listed in Exhibit A, for each item, shall be the fixed prices and rates for the items and services.

3. PAYMENT. All payments under this Price Agreement are subject to the following provisions:

- A. Inspection.** Final inspection and acceptance of a deliverable shall be made by the Using Department.
- B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the services and deliverables meet specifications and will accept the services or deliverables if they meet specifications. No payment shall be made for any service until the service has been accepted in writing by the Using Department. Unless otherwise agreed upon, between the Department and the Contractor within thirty (30) days from the delivery and receipt of services or deliverable, the Using Department shall issue a written certification of complete or partial acceptance or rejection of any service or deliverable. Unless the Using Department gives notice of partial acceptance or rejection within the time specified in Paragraph 2 above, the services or deliverables will be deemed to have been accepted.
- C. Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
- D. Payment.** County shall pay Contractor on an invoice received from Contractor within thirty (30) days from the date the County approves the invoice.
- E. Taxes.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item on each invoice. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and county tax identification number(s). If the Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor written evidence of such exemption(s).

4. TERM OF THIS AGREEMENT. This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement shall be two (2) years from the Effective Date with the option to renew at the same terms and conditions for an additional one (1) two year term not to exceed four (4) years.

5. CANCELLATION.

- A. The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the services or deliverables fail to meet the requirements of this Price Agreement.
- B. The failure of the Contractor to perform its obligations under this Price Agreement shall constitute a default of this Price Agreement.

- C. The Contractor may be excused from performance if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.
- E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs incurred by the County that is associated with such default.

6. TERMINATION.

- A. For Convenience.** Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to the Termination date of this Price Agreement. County will provide at least twenty (20) days prior written notice to the Contractor of the date of termination. Notice of Termination of this Price Agreement shall not affect any outstanding order(s) issued under this Price Agreement prior to the effective date of termination for convenience by the County.
- B. For Cause.** Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within thirty (30) days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

7. AMENDMENT. Except for amendment affecting price(s), this Price Agreement may be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the County, prior to the effective date of the amendment.

8. ASSIGNMENT. Contractor shall not sell, assign, pledge, transfer, or otherwise convey any of its rights or interests in this Price Agreement.

9. NON-COLLUSION. In signing this Price Agreement, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Price Agreement.

10. RECORDS. During the term of this Price Agreement and for three (3) years thereafter, the Contractor shall maintain detailed records pertaining to the services or deliverables provided. These records shall be subject to inspection by the Department, the County and State Auditor and

other appropriate County authorities. The County shall have the right to audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

11. APPROPRIATIONS. The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Price Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. CONFLICT OF INTEREST. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Price Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

13. APPROVAL OF CONTRACTOR'S REPRESENTATIVES. The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

14. SCOPE OF AGREEMENT, MERGER. This Price Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this written Price Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Price Agreement.

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

16. INDEMNIFICATION. The Contractor shall hold the County and its Departments, agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees, or sub-contractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

17. THIRD PARTY BENEFICIARY. This Price Agreement was not intended to and does not create any rights in any persons not a party hereto.

16. NEW MEXICO TORT CLAIMS ACT. No provision of this Price Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County and its

Departments or its “public employees’ at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

19. INSURANCE.

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.
- C. Worker’s Compensation Insurance. The Contractor shall comply with the provisions of the Worker’s Compensation Act.
- D. Increased Limits. If, during the life of this Price Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

20. APPLICABLE LAW. This Price Agreement shall be governed by the laws of the State of New Mexico.

21. CHOICE OF LAW. This Price Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

22. INVALID TERM OR CONDITION/SEVERABILITY. The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

23. ENFORCEMENT OF AGREEMENT. A party’s failure to require strict performance of any provision of this Price Agreement shall not waive or diminish that party’s right thereafter to demand strict compliance with that or any other provision. No waiver by party or any of its

rights under this Price Agreement shall be effective unless express and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

24. SURVIVAL. The Provisions of the following listed paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.

25. NOTICES. Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the County:
Santa Fe County
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276

To the Contractor:

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Price Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

IN WITNESS WHEREOF, the parties have executed this Price Agreement as of the date of execution by:

SANTA FE COUNTY

Katherine Miller
Santa Fe County Manager

Date

APPROVED AS TO FORM

Gregory S. Shaffer
Santa Fe County Attorney

Date

FINANCE DEPARTMENT

Carole H. Jaramillo
Santa Fe County Finance Director

Date

CONTRACTOR

Signature

Date

Print Name and Title