

**SANTA FE COUNTY
PROFESSIONAL SERVICES AGREEMENT
WITH SIERRA DETENTION SYSTEMS
FOR MECHANICAL SLIDING DOOR LOCKING DEVICES**

THIS AGREEMENT is made and entered into this 13th day of July, 2012 by and between Santa Fe County, hereinafter referred to as “the County,” and **Sierra Detention Services** whose physical address is 1177 S. 4th Avenue, Brighton, Colorado 80601, hereinafter referred to as “the Contractor.”

WHEREAS, pursuant to NMSA 1978, Sections 13-1-103 and 13-1-108, competitive, sealed bids were solicited via a formal invitation for bids, IFB No. 2012-0236-CORR/MS, for the provision of providing and installing electronic locks according to the specifications issued by the County;

WHEREAS, the Contractor submitted a bid in response to IFB No. 2012-0236-CORR/MS and was determined to be the lowest responsible bidder;

WHEREAS, the County desires to engage the Contractor to render certain necessary services as described in the IFB, and the Contractor is willing and capable to render such services;

WHEREAS, the County requires these services and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. SCOPE OF WORK

The Contractor will retrofit a minimum of four (4) existing electronic locking devices on steel sliding mechanical doors (sliders). The current electronic locking devices in use are model Southern Steel 5100 locking devices. These devices are worn out due to normal daily use and require repair.

A. GENERAL INFORMATION

- 1) Repair of a minimum of four (4) corridor doors or sliders containing Southern Steel 5100 locking devices. The minimum of four (4) sliders requiring repair will be identified to the successful bidder at the commencement of work.
- 2) The new components for each door must at a minimum include a new carriage, wheels, bearings, shoulder bolts, motor, clutches, switches, door tracks, drop bar hanger, door hanger and lock post with a new internal lock bar.

- 3) The finished sliders must be operable by Master Control and must open and close on command and must be the precise and only door activated.
- 4) The finished sliders must also be operable manually and with a paracentric key.
- 5) Existing wiring may be re-used but must be tested prior to connecting to the new or repaired sliders, and any defects shall be addressed by the Contractor. In the event, existing wiring is unusable, Contractor shall provide new conduit and wiring associated with the sliders.
- 6) Any additional repair for sliders will not exceed the prices listed in this Agreement.

B. INSTALLATION INSTRUCTIONS

- 1) The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the Corrections Department and not interfere with the daily operations of the department or to jeopardize the health, safety or welfare of the employees or general public conducting business with the department.
- 2) The Santa Fe County Youth Development Program (SFCYDP) operates 24 hours a day 365 days a year. The Scope of Work must be installed and be completely operational within thirty (30) days of issuance of the Notice to Proceed. All work at the facility must be accomplished on days and at times least disruptive to YDP's security and operation. Contractor will accomplish work during YDP's normal business hours (Monday – Friday, 8:00 am – 5:00 pm) or as required.
- 3) The Contractor agrees that at least one technician will be manufacturer-certified for the installation, maintenance and repair of products and certification will be submitted in the bid. These services may be provided by the manufacturer or by a manufacturer certified employee of the Contractor.
- 4) The Contractor shall provide all installation labor and parts directly associated with the installation tasks.
- 5) The Contractor shall provide any necessary protective coverings needed to protect existing adjacent finishes. Should damage occur, the Contractor shall restore all existing adjacent finishes to their original pre-existing condition.
- 6) All work area(s) shall be maintained in a neat and workmanlike manner. The Contractor shall provide all clean-up for its operations and control of all construction debris. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The SFCYDP trash containers for the building shall not be used for disposal of construction debris.

C. CONTRACTOR RESPONSIBILITIES

- 1) Perform all work in accordance with the International Building Code (IBC) and New Mexico Building Codes.

- 2) The Contractor shall possess the appropriate licensure issued by the State Construction Industries Division to cover the type of work described above. No offer shall be submitted unless the Contractor has a valid license issued by the State Construction Industries Division to bid and perform the type of work to be undertaken.
- 3) Obtain any and all permits and/or certifications required by local, state and/or federal regulatory agencies for the work performed and for any equipment installed. It is the Contractor's responsibility to research permitting and regulatory requirements and obtain any and all permits, certifications or other regulatory approvals/requirements prior to installation of equipment. This may include, but is not limited to, any engineered systems, building codes, construction permits and product warranties or certifications. Copies of all permits must be submitted to Santa Fe County prior to start of work.
- 4) Provide a performance and labor and material payment bond as described elsewhere in this solicitation each for 100% of the contract sum before work begins.
- 5) Provide all equipment and labor necessary to include, but not limited to:
 - a) Removal of all equipment that is to be replaced, including but not limited to the removal of internal components from the transom, dropping the doors, cutting the door hangars off and cutting the lock post off the wall.
 - b) Installation of the new hanger to the door.
 - c) Connection and adjustment of the lock bar and fit and weld the lock post to the wall.
 - d) Install an appropriate Retrofit Kit inside the existing transom (if necessary).
 - e) Install a new wiring harness and terminate the existing wiring at the new wiring harness.
 - f) Properly lubricate and adjust the new locking device and ensure the existing mechanical lock (model Southern Steel 5100) in the door engages the lock post properly.
 - g) Prime paint around the work area where welding and grinding has damaged the paint.
 - h) Clean areas (wipe grease and smudges off the inside and outside of the equipment and remove all debris from building).
- 6) Provide detailed mechanical drawings indicating the locations and the coordinated physical markings of all installed equipment in the facility.
- 7) Provide detailed description, location, maintenance guide, and warranties for each piece of installed equipment including a separate tabulation of all equipment installed.
- 8) Work with the County's Project Manager.

D. SUBCONTRACTORS

- 1) The prime Contractor must be wholly responsible for the entire performance

whether or not subcontractors are used. Santa Fe County will make payments to only the prime Contractor. Subcontractors require the same applicable licensing and insurance coverage as the prime Contractor.

- 2) The Contractor must not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County. Whenever the use of subcontractors is approved, the Contractor must remain solely responsible for the performance of the Agreement.

E. INSTALLERS

- 1) The installers must be experienced and regularly engaged in the installation of the equipment and system specified. The Bidder must provide evidence that this requirement is met.
- 2) Installers must possess experience installing such systems in correctional facilities for not less than five (5) years with satisfactory performance. A bidder must provide references and other evidence that this requirement is met.
- 3) The Contractor must have factory trained and certified installers available for configuration, integration, programming and installation of products provided. The Contractor must provide references and other evidence that this requirement is met.

F. SECURITY

- 1) Security clearances and background checks will be required by the SFCYDP for the Contractor, its employees and subcontractors and must be obtained prior to commencement of any work at the SFCYDP. The Contractor must keep required security clearances for workers assigned to perform the work for this project prior to their arrival on site and through the duration of the project. The corrections department reserves the right to deny any employee of the Contractor, should the employee be in violation of any criteria required for the security clearance. Santa Fe County Corrections Department will obtain and maintain the security clearances.
- 2) The Corrections Department reserves the right to provide an escort and/or full time supervision of the Contractor and its employees during any or all phases of the project.
- 3) The Corrections Department reserves the right to escort any or all employees of the Contractor off its property for any inappropriate conduct or actions that jeopardize the safety, security or well being of the facility. Inappropriate behavior by the Contractor, its employees or subcontractors shall immediately cancel this contract. Any employee of the Contractor found in violation of any law, while on the SFCYDP's property, will be prosecuted. The Contractor will abide by the tool control requirements established by the Corrections Department.

G. WARRANTIES

- 1) The Contractor shall complete all work required by this solicitation and the resulting contract in a good workmanlike manner, consistent with the standards prevailing in the community. The sliders shall be warranted as free from all defects and fully functional and serving the purpose intended for one (1) year. It is Santa Fe County's intent to have the equipment warranted for an additional two (2) years as listed in the Bid Sheet. Any defects, functional problems, corrective maintenance, repair services and part replacements shall be addressed immediately, and without cost to the County during the warranty period. This warranty shall include and required maintenance and repair services, part replacement, labor, service calls, travel, and expenses. The warranty begins on the date of acceptance by the County.
- 2) If equipment incorporated into the system has a manufacturer's warranty which is of shorter duration than the warranty period described herein, any such equipment shall nevertheless be subject to the warranty provided by the Contractor herein; defects in any equipment that fails during the first three years shall be the responsibility of the Contractor.
- 3) The Contractor warrants that all products, in their unaltered form which are provided in this work, will perform in accordance with the manufacturer's published specifications.
- 4) The Contractor warrants that all equipment and services provided under the Agreement will be compatible with existing systems. Compatibility means the ability to function or operate without errors. The Contractor's warranty shall include the situation where one piece of equipment is used with another piece of equipment whether by one manufacturer or multiple manufacturers. Any incompatibility of equipment selected by the Contractor, or incompatibility of existing equipment left in place, shall not affect or nullify the Contractor's warranty or any of the warranties of the manufacturers.
- 5) The Contractor warrants that all equipment purchased under the Agreement will be new and undamaged and will be free from defects in material and workmanship.
- 6) The Contractor must provide copies of any manufacturer's warranties provided by any of the equipment or parts manufacturer.
- 7) Extended warranties, maintenance agreements and support services for the entire system shall be offered for purchase in one year increments. Extended maintenance agreements and other support services from the Contractor, manufacturers, and/or other re-sellers of the installed equipment shall also be offered.
- 8) Bids must include a description of the warranties to be provided. Failure to provide the minimum warranties as described above may result in a rejection of the bid.
- 9) Subsequent to acceptance, the Corrections Department must notify the Contractor if the system provided under the Agreement is not in good working order during the warranty period. The Contractor will, at its option,

either repair or replace any products not in good working order without charge to the County.

H. CLOSE OUT

Sliders must be completely operational at the end of the project and before the project is accepted and final payment is made by the County.

The Contractor must provide the following for each piece of equipment furnished under the contract:

- 1) An Operations Manual for all components and the system as a whole.
- 2) A Step-by-Step maintenance/preventative maintenance manual for the entire system and individual components, to include a schedule for periodic system checks. Including spare parts lists with available primary and alternate procurement sources and estimated order/delivery times. Provide name, address and telephone number for each supplier.
- 3) Spare parts for one sliding mechanism.
- 4) Project Record Documents.
- 5) A point-to-point diagram, wiring diagrams and construction details.
- 6) Emergency instructions for operational and maintenance requirements during an emergency such as a power outage.
- 7) Warranty and service request procedures.

I. TRAINING

The Contractor shall provide training, at no additional cost to SFCYDP security and maintenance staff on the proper operation and maintenance of the new equipment prior to completion of project.

J. MAINTENANCE AND SERVICE AFTER COMPLETION OF WORK

- 1) Contractor shall provide service of all equipment and devices installed, repaired or replaced on a one (1) year maintenance agreement with the County. Under such maintenance agreement, Contractor will be required to provide service of the equipment and devices upon the County's request. Requests for service shall be responded to and rendered within a reasonable time during Contractor's normal business hours.
- 2) In addition, such maintenance and service agreement shall provide that Contractor must be available to respond and render service to equipment and devices at the SFCYDP immediately on any day and at any time in the event of an emergency as determined by SFCYDP and the County.

K. RECORDS AND AUDIT

During the term of this agreement and for three (3) years thereafter, the Contractor must maintain detailed records pertaining to the services rendered and products

delivered. These records must be subject to inspection by the County. The County must have the right to audit billings both before and after payment. Payment under this agreement must not foreclose the right of the County to recover excessive or illegal payments.

2. COMPENSATION AND INVOICING

- A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

In no event shall the total compensation paid to Contractor by County under this Agreement exceed Forty-Five Thousand One Hundred Fifty Dollars and No Cents (\$45,150.00), exclusive of gross receipts tax (Exhibit A).

The County shall pay Contractor at least once a month for services performed.

- B. The electronic and intercom system must be completely operational before the County accepts the final completion of the Work and issues final payment to the Contractor.
- C. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought.
The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.
- D. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.
- E. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

3. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate on one year later unless earlier terminated pursuant to Section 4,

“TERMINATION,” of this Agreement. The County has the option to extend the Agreement at the same price, terms and conditions for a period of two (2) additional years, on a year-to-year basis, upon the approval of the Santa Fe County. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty days prior to expiration of the initial Agreement.

4. TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party’s receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor’s receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.
- C. The County reserves the right to terminate this Agreement immediately if the County determines that there is or has been inappropriate behavior by the Contractor, its employees, or subcontractors.

5. INDEPENDENT CONTRACTOR

The Contractor, its agents, employees and any approved subcontractor(s) are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use the County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

6. CONTRACTOR AND CONTRACTOR'S PERSONNEL AND QUALIFICATIONS OF INSTALLERS

- A. Contractor shall not subcontract any portion of the Work without the prior written approval of the County. All work performed under this Agreement shall be performed by the Contractor or under its supervision. The primary Contractor shall be wholly responsible for the entire performance and completion of the Work whether or not approved subcontractors are used. The County will make all payments to the prime Contractor only. Any of Contractor's subcontractors are required to have the same licensing and insurance coverage as the primary Contractor.
- B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel shall not be employees of nor have any contractual relationships with the County.
- C. The Contractor shall have at least one technician who is manufacturer-certified for the installation maintenance and repair of equipment and products. These services may be provided by the manufacturer or by a manufacturer-certified employee of the Contractor.
- D. The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the Corrections Department agency and to not interfere with the daily operations of the Department or to jeopardize the health, safety or welfare of the employees or general public conducting business within the Department.
- E. All installers shall be experienced and regularly engaged in the installation of the equipment and systems required in this Agreement. Contractor shall have factory trained and certified installers available for configuration, integration, programming and installation of products provided.
- F. After the award of this Contract and a Notice to Proceed is issued, Contractor shall not employ any employees, personnel, or subcontractors who have not completed a County-approved security clearance or background check. Any such employees, personnel or subcontractors that Contractor may employ after the County's award of this Contract shall not begin any work until such clearance or background checks are complete for that employee or employee of a County-approved subcontractor.
- G. The County and the Corrections Department reserves the right to escort Contractor or any of Contractor's employees or subcontractors off the premises or facility for any inappropriate conduct or actions that jeopardize the safety, security or well being of the facility. Inappropriate behavior by the Contractor, its employees, or subcontractors shall immediately cancel this Agreement. Any violation of any law by the Contractor, its employees or subcontractors will be prosecuted.

7. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

8. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

9. INDEMNITY

- A. The Contractor shall defend, indemnify, and hold harmless the County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranties made herein.
- B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.
- C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

10. RECORDS AND INSPECTIONS

- A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of three (3) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles ("GAAP").

- B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

11. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

12. PERMITS, FEES, AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

13. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its Elected Officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

14. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the County.

15. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHTS

- A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or

pursuant to this Agreement.

- B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

16. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

17. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK," of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement. No change in the Scope of Work, Contract Time or Contract Sum shall be valid and effective unless approved by the Santa Fe Board of County Commissioners or the Santa Fe County Manager.

18. ENTIRE AGREEMENT; INTEGRATION

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

19. EQUAL OPPORTUNITY COMPLIANCE

- A. The Contractor agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.
- B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

20. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

21. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligation hereunder, the Contractor shall comply with all applicable laws, County ordinances, and SFCADF policies or regulations required by this Agreement.
- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. The Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the State District Court of New Mexico, located in Santa Fe County.

22. NOTICE OF PENALTIES

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

23. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

24. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

25. LIMITATION OF LIABILITY

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2, "COMPENSATION AND INVOICING", of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

26. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability

enjoyed by the County or its “public employees” at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

27. INSURANCE AND BONDING

- 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 Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 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 Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.
- C. Workers’ Compensation Insurance. The Contractor shall comply with the provisions of the Workers’ Compensation Act.
- D. Increased Limits. If, during the life of this 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.
- E. Bonding

Contractor shall furnish performance and payment bonds. These bonds shall be for 100% of the Contract Sum for the faithful performance of this Contract and the payment of the Contractor’s duties under this Contract. The performance and payment bonds shall be in effect until one year after the County issues final payment to the Contractor. All bonds shall be executed by such sureties as are named in the list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. If the surety on the Contractor’s performance or payment bonds is declared bankrupt or becomes insolvent or ceases to meet the requirements stated herein, Contractor shall immediately notify the County and provide another bond and surety that is approved by the County.

28. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

- A. It is a corporation duly organized and in good standing under the laws of the State of New Mexico.
- B. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.
- C. This Agreement and the Contractor's obligations hereunder do not conflict with the Contractor's articles of incorporation or by-laws or any corporate resolution adopted by the Contractor.
- D. It will maintain throughout the life of this Agreement, its registration, licensure to conduct business in the State of New Mexico, and its status of "good standing" with the New Mexico Public Regulation Commission.

E. **WARRANTIES OF WORKMANSHIP AND MATERIALS**

Contractor shall complete all Work required under this Agreement in a professional and workmanlike manner. Contractor shall provide a warranty that equipment and system installed shall be free of all defects and fully functional and serving the purpose intended for a period of no less than three (3) years following completion of installation. Any defects or functional problems will be address immediately and without cost to the County during the three (3) year warranty period. The warranty shall include required maintenance, repair, part replacement, labor, service calls, travel and expenses. This warranty begins on the date of acceptance of the Work by the County.

If hardware or equipment incorporated into the system or Work required by this Agreement has a manufacturer's warranty which is of shorter duration that the warranty period described herein, any such equipment shall nevertheless be subject to the warranty required of the Contractor herein. Defects or repairs to any equipment that fails during the three (3) years warranty provided herein, shall be the responsibility of the Contractor.

Contractor warrants that all products and items in their unaltered form which are provided under this Agreement will perform in accordance with the manufacturer's published specifications.

Contractor warrants that all equipment and services provided under this Agreement will be compatible with existing systems. Compatibility means the ability to function or operation without error. This warranty includes the situation where one piece of equipment is used with another piece of equipment whether the equipment was produced by one manufacturer or multiple manufacturers. Any incompatibility of equipment selected by the Contractor or incompatibility of existing equipment left in place shall not affect or nullify the Contractor's warranty or any of the warranties of the manufacturers.

Contractor warrants that all equipment purchased under this Agreement will be new and undamaged and free from defect in material and workmanship. Contractor warrants that all software provided under this Agreement will be new and undamaged and will perform in accordance with the software product description. The warranty period for software products is the manufacturer's standard warranty period. This warranty period begins on the date of acceptance of the Work by the County.

F. EXTENDED WARRANTIES ON PRODUCTS AND EQUIPMENT

The County reserves the right to purchase an extended Annual Maintenance and/or Annual Warranty from Sierra Detention Systems for the entire system provided and installed under this Agreement at the terms and prices stated in their proposal (see Appendix A).

29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

30. NOTICES

All notices required to be given to the County under this Agreement shall be mailed (pre-postage paid) to:

Santa Fe County
Legal Department
102 Grant Avenue / P.O. Box 276
Santa Fe, NM 87504-0276

All notices required to be given to the Contractor under this Agreement shall be mailed (pre-postage paid) to:

Sierra Detention Systems
1177 S. 4th Avenue
Brighton, Colorado 80601

31. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

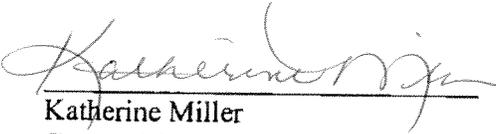
The Contractor hereby irrevocably appoints, CT Corporation Systems, a New Mexico resident company located at, 123 E. Marcy Street, Santa Fe, NM 87501, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

32. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNITY, RECORDS AND INSPECTION, RELEASE, CONFIDENTIALITY, COPYRIGHT, COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW, NO THIRD-PARTY BENEFICIARIES, NEW MEXICO TORT CLAIMS ACT, INSURANCE, WARRANTIES, AND SURVIVAL.

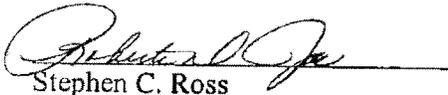
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SANTA FE COUNTY


Katherine Miller
County Manager

Date: 7.13.12

APPROVED AS TO FORM


Stephen C. Ross
Santa Fe County Attorney

Date Jun 29, 2012

FINANCE DEPARTMENT


Teresa C. Martinez
Santa Fe County Finance Director

Date 6/29/2012

CONTRACTOR


(Signature)

Date 11 July 2012

W. Russell Pilcher - CEO
(Print name and title)

FEDERAL IDENTIFICATION NUMBER: 84-1469189

32. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNITY, RECORDS AND INSPECTION, RELEASE, CONFIDENTIALITY, COPYRIGHT, COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW, NO THIRD-PARTY BENEFICIARIES, NEW MEXICO TORT CLAIMS ACT, INSURANCE, WARRANTIES, AND SURVIVAL.

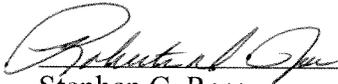
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SANTA FE COUNTY

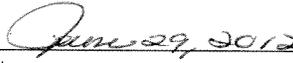
Katherine Miller
County Manager

Date: _____

APPROVED AS TO FORM



Stephen C. Ross
Santa Fe County Attorney



Date

FINANCE DEPARTMENT



Teresa C. Martinez
Santa Fe County Finance Director



Date

CONTRACTOR

(Signature)

Date

(Print name and title)

FEDERAL IDENTIFICATION NUMBER: _____

Retrofit Existing Sliding Devices:

Supply and install:

1. Retrofit Four (4) existing Southern Steel 5100 sliders
 - a. Remove all existing internal parts in head box
 - b. Replace with Willo parts
 - c. Reuse existing door, hangers, head box, and hardware.
 - d. Reuse existing controls, wiring, etc.
 - e. Includes two (2) preventive maintenance trips within first year of service.

Our BASE BID price for this scope:

\$ 45,150.00

(forty five thousand one hundred fifty and no/100 dollars)

	<u>QTY</u>	<u>Unit Price</u>	<u>Extended Price</u>
1. Retrofit Electronic Locking Devices	4	\$7,000	\$28,000
2. Parts	1	\$2,000	\$2,000
3. Labor Costs	40*	\$300	\$12,000
4. Travel	1	\$3,150	\$3,150
Total			\$45,150

*Labor costs are not actually \$300 per hour, we feel it will take more than 40 hours to complete this work, especially to include the warranty & preventive maintenance.

Total Base Bid: (forty five thousand one hundred fifty and no/100 dollars)

Yearly Maintenance & Warranty beyond year one. (2 additional years)	1 This is for 2 years maintenance, 2 visits per year	\$6,800	\$6,800
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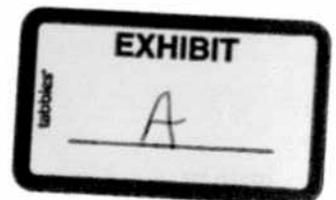
Total Base Bid: (six thousand eight hundred and no/100 dollars)

Maintenance Scope:

- Clean & lubricate all moving parts on installed sliding devices
- Adjust as necessary
- Confirm spare parts inventory and recommend any purchases to county staff
- Train facility staff as desired, up to allotted time limit per trip

Frequency

- Two visits per year, four hours each
- Includes all travel, subsistence, per diem, wages, overhead and profit
- Trips deemed an emergency by the owner shall be an additional cost to regularly scheduled preventive maintenance trips



Exclusions:

1. Taxes of any type
2. Liquidated Damages
3. Field Wiring of any type. Due to the nature of the bid, Sierra can NOT be responsible for the existing wiring in the facility. Although it is stated in the bid, running new wiring of any type Sierra excludes this scope of work.
4. Lock hardware. We will reuse any existing hardware (locks)
5. Painting of any type

Please contact me immediately with any questions or concerns about this proposal.

Respectfully,



SIERRA DETENTION SYSTEMS
Kurt Potts
Business Development
720.881.6870
303.242.6528
kpotts@sierradetentionsystems.com