Henry P. Roybal Commissioner, District 1

Anna Hansen Commissioner, District 2

Robert A. Anaya Commissioner, District 3



Anna T. Hamilton Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller County Manager

MEMORANDUM

DATE:

August 29, 2018

TO:

Santa Fe County Board of County Commissioners

FROM:

Bill Taylor, Procurement Manager, CPO

VIA:

Katherine Miller, County Manager

Stephanie Schardin Clarke, Finance Director

Pablo Sedillo, Public Safety Director

ITEM AND ISSUE: BCC Meeting September 11, 2018

Approval of Multiple Source Award, Multiple Term and Indefinite Quantity Agreements No. 2018-0309-CORR/MAM, A-B-C Between Santa Fe County and Shoe Corp. of Birmingham, Inc., Bob Barker Co., Inc. and Victory Supply, LLC, Respectively for Inmate Clothing, Hygiene, Linen and Mattresses, Granting the County Manager Authorization to Sign the Purchase Orders. (Bill Taylor, Purchasing Division)

ISSUE

It is the intent of the County to establish a multiple source award pursuant to Section 13-1-153 NMSA 1989, to establish a Price Agreement for the purchase of inmate clothing, hygiene products, linen and mattresses for use by the Santa Fe County Corrections Department.

In addition, pursuant to County Resolution 2006-60, 2014-0143 and Ordinance 2012-5 Purchasing Regulations and Policies, any contracts or agreements for indefinite quantity purchases and any term modification or multiple term contracts, require approval by the Board of County Commissioners.

BACKGROUND

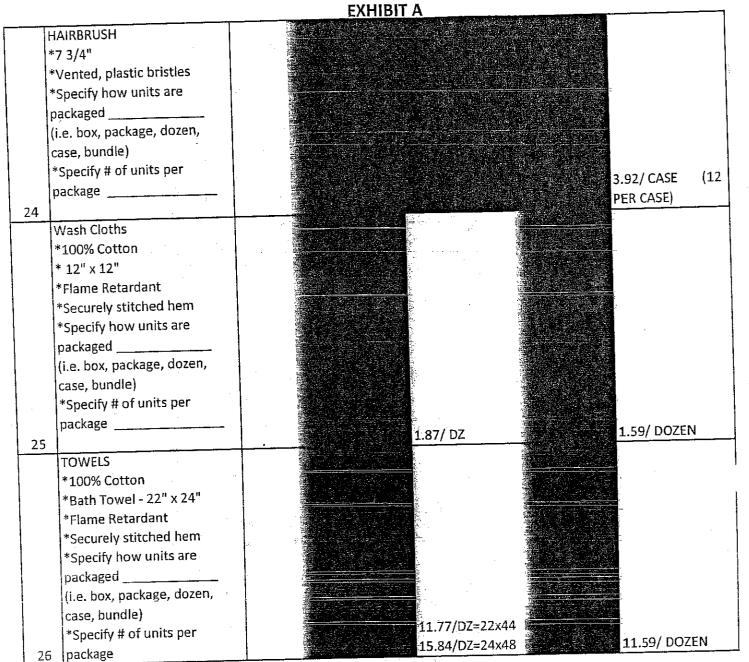
Santa Fe County Purchasing Division on behalf of the Corrections Department issued an Invitation for Bid (IFB) #2018-0309-CORR/MAM to request bids for inmate clothing, hygiene products, linen and mattresses.

IFB No. 2018-0309-CORR/MAM was issued on July 8, 2018. Bids were received on July 30, 2018 for over 33 bid items, (multiple sizes), based on per unit costs. The following vendors submitted responsive and qualified bids:

0.40.1	1 2 3 2 2	EXHIBIT	A	Mark the second of the second
Outer Shell	54/56			18.91 EA
*Screen print: Each order	58/60			18.91 EA
shall have: SFCADF in 5 inch				21.05 EA
black letters (bold) backside	70/72			23.15 EA
10 of jacket	74/76			25.00 EA
在1600年,在1800年在1800年的中国中国的第二人				ALIAN ENGLISH FALLEN
SHOWER SHOES	S	3.15 EA	10/05/2013	13.62/ CASE OF 6
*Anti-Fungal	M	3.15 EA		13.62/ CASE OF 6
*Anti-Bacterial	L Association	3.15 EA		13.62/ CASE OF 6
*Flexible PVC	XL	3.15 EA		13.62/ CASE OF 6
*Leslee Scott Sabre series or	2XL	3.15 EA	a sanyan kanan 1946 ban	13.62/ CASE OF 6
11 equivalent	3XL	3.15 EA		13.62/ CASE OF 6
			200	13.02/ CASE OF 6
	4	3.74 EA		3.35/ PAIR
		3.74 EA		3.35/ PAIR
		3.74 EA		3.35/ PAIR
CANVAS SHOES	14.55 × 7	3.74 EA		3.35/ PAIR
*7 oz canvas material	8	3.74 EA		3.35/ PAIR 3.35/ PAIR
*Vulcanized rubber soles	9	3.74 EA		3.35/ PAIR
*Full cushion insoles with	5.10	3.74 EA		3.35/ PAIR
arch support	10.5	3.74 EA		3.35/ PAIR
*Reinforced stress points at	11	3.74 EA		3.35/ PAIR
heel and toe	11.5	3.74 EA		3.35/ PAIR
*Machine washable		3.74 EA		3.35/ PAIR
*Color: Orange and/or White	13	3.74 EA		3.35/ PAIR
12	14	3.74 EA		3.35/ PAIR
	10 (Project	and the last of the last of the second	Elitablish disentation (etc.)	And the state of t
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	7-7.5	17.30/ PAIR		19,09/ PAIR
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LEATHER WORK BOOTS	10-10.5	17.30/ PAIR	्रिक्त कर है। क्रिक् र इस्तिक	19.09/ PAIR
*6" Genuine leather upper	11-11.5	17.30/ PAIR		19.09/ PAIR
*Plain toe	12-12.5	17.30/ PAIR	edinis de la Companya de la Superioria de La lata de la Companya de la Companya de la Superioria de la Superioria de la Superioria de la Superioria de l	19.09/ PAIR
*Oil resistant, non-marking,	13-13.5	17.30/ PAIR		19.09/ PAIR
cleated gum rubber outsole	14-14.5	17.30/ PAIR		19.09/ PAIR
				15.05/ PAIR

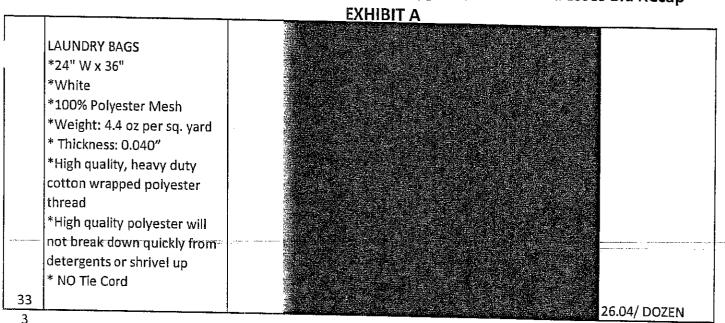
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	KITCHEN BOOTS	5		ý i			14.74/ PAIR
	*100% Waterproof	6				and property	14.74/ PAIR
	*Seamless molded	7	Saar on an area				14.74/ PAIR
	construction	8					14.74/ PAIR
	*Anti-Skid				430403		14.74/ PAIR
	*Outsole and heel with	10			5 45 William		14.74/ PAIR
	reinforced construction at	1.1					14.74/ PAIR
ļ	critical stress points	<u> </u>					14.74/ PAIR
	*Foot form contour insole	13	- 12.6 - 1.0 - 1.0 - 1.0 - 1.0 - 1.0 - 1.0	in Color	VECTOR STATES		14.74/ PAIR
15							
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	case, bundle)				574. <u>1</u> 1. 457.42		28.25/CASE (144
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	*Specify how units are	4,53					
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	case, bundle)	7.4					
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	package						19.97/ CASE (144
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	I - Company of the co		EXHIBIT A		entre de la constantina della
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<i>.</i> "	*0.85 oz	cattleman.			
Ì	*Clear toothpaste				
	*Clear, plastic tube				
	*Specify how units are	TESTICINES Limitables			
1	packaged				
	(i.e. box, package, dozen,				
	case, bundle)				
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	case, bundle)				
	*Specify # of units per				
	package			TANK TAKET	16 13 /6465 /444
23					16.12/CASE (144
					PER CASE)



	Tanaaaa aa		EXHIBIT A	en e	
	SHEETS				· · · · · · · · · · · · · · · · · · ·
	*50% Polyester/50% cotton				
	*54" x 90"				the Fig.
	*180 thread count				: .
	*No iron				
	*Securely stitched hem	3 4471			
	*Flame retardant				
	*Color: White				100
	*Specify how units are				
	packaged				
	(i.e. box, package, dozen,				
	case, bundle)				<u> </u>
	*Specify # of units per				
27	package				
27	DILLOW CASES		27.77	33.98/ DO	ZEN
	PILLOW CASES		10 (20 A 12 12 In 12 (20 A 12 In 12 A 12		
	*50% Polyester/50% cotton				
	*42" x 36"		ningskied with projektion on en		
	*180 thread count				
	*No iron				ng ag 1 min sing
	*Securly stitched hem				- 15.
	*Flame retardant				
	*Color: White				1.45
	*Specify how units are	4.2			.81 - F - F
	packaged				
	(i.e. box, package, dozen,				
	case, bundle)				
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	package				34. Î
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	BLANKET			10.79/DO	ZEN
	*40% Wool/60% Synthetic				
•	Fiber *54"			10 (4 a) (2 a) (4 a) (2 a)	
	x 84"				
İ	*Whipstitched ends				
	*Flame retardant				
	*Color: Dark Grey				
	*Specify how units are	TANKS IS			
	packaged				
	(i.e. box, package, dozen,				
	case, bundle)				
	*Specify # of units per				
	package			93.15/ CAS	E (2/1
29		2			C (24
***************************************				PER CASE)	

	Z019-0202-CO1(I/) 1415	EXHIBIT A	 -
	*20" x 26" *Flame resistant *Micro-Guard Cover to kill bacteria and prevent from spreading *Antimicrobial polyester fiberfill *Easy to clean with soap and water		6.2
30	DERBY MATTRESS OR EQUIVALENT *Description: Envelope style, 100% sealed seam, Dartex fabric cover that is warranted to not crack for up to 5 years; fluid resistant breatable vent. Flame retardant mattress		
33	MATTRESS MENDING PATCHES *Clear, Water resistant tear patch *3" x 6" *Specify how units are packaged (i.e. box, package, dozen, case, bundle) *Specify # of units per		74.51
	package	2.42 EA	



PRICE AGREEMENT FOR INMATE CLOTHING, HYGIENE, LINEN & MATTRESSES FOR SANTA FE COUNTY CORRECTIONS DEPARTMENT

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **DEFINITIONS**

A. "County" shall mean the County of Santa Fe, state of 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 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 that issues a Purchase Order.

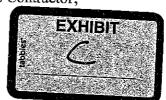
E. "Price" means the prices paid by the County and its Departments for inmate clothing, hygiene, linen & mattresses for the Santa Fe County Corrections Department as described in the attached Exhibit A.

2. GOODS TO BE PROVIDED

- A. Purchase. Exhibit A of this Price Agreement contains 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 Exhibit 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(s) described on Exhibit A. All orders issued hereunder must bear both an order number and the number of this Price Agreement No. 2018-0309-C-CORR/MAM.
- 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 IFB No. 2018-0309-C-CORR/MAM 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 and service 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. If the Department does not accept any deliverable and returns it to the Contractor,



all related documentation furnished by the Contractor shall be returned.

The Department will inform the Contractor within five (5) business days that a 3. deliverable is unacceptable by the Department.

Prices listed in Exhibit A, for each item, shall be the fixed prices and rates for the 4.

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 items and services have 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 of 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 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 signed by all parties hereto. The term of this Agreement shall be a four (4) years. The term of this Agreement shall not 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 subcontractor, 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.
- 18. 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. <u>Increased Limits</u>. 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 Attn: County Manager 102 Grant Avenue PO Box 276 Santa Fe, NM 87504-0276

To the Contractor:

Victory Supply, LLC Attn: Mariah Macham 7025 Industrial Park Rd Mt. Pleasant, TN 38474

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.

26. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

The Contractor hereby irrevocably appoints URS Agents, Inc., 1012 Marquez Place, Suite 106B, Santa Fe, New Mexico 87505, a New Mexico company 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.

27. SANTA FE COUNTY LIVING WAGE REQUIREMENT. Contractor agrees to abide by Santa Fe County Ordinance 2014-1 (Establishing a Living Wage) within Santa Fe County. Contractor acknowledges and agrees that failure to comply with this Section of the agreement/contract shall constitute a material breach of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Price Agreement as of the date of last signature by the parties hereto.

SANTA FE COUNTY:

Anna Hansen Santa Fe County Board of County Commis	sioners

ATTESTATION:

Geraldine Salazar Santa Fe County Clerk	Date:
Approved as to form:	
R. Bruce Frederick Santa Fe County Attorney	
Finance Department: Stephanie S. Clarke Finance Director	8/28/16 Date
CONTRACTOR - VICTORY SUPPLY,	LLC.
Signature	Date
Print name and title	

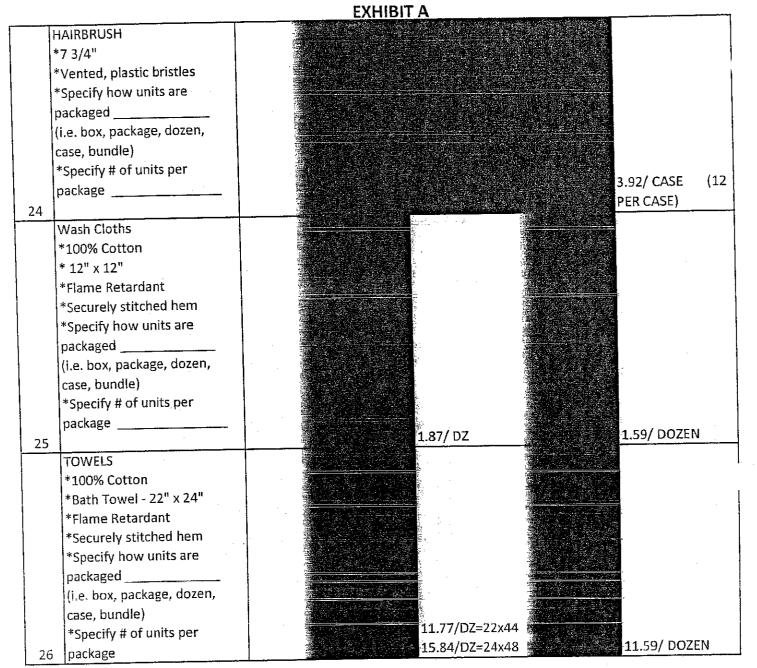
tem	Item and Description		Shoe Corporation of Birmingham	Victory Supply		Bob Barker Company Inc.
LEIN	T-SHIRTS - Unisex	<u> </u>	Price per Item	Price per Item	Price per Item	Price per Item
	「経過の分子では、一致発	S		21.44 W/24.11 C		1.97 EA
÷	•	M	en e	21.44 W/24.11 C		1.97 EA
	*Must be crewneck	139		21.44 W/24.11 C		1.97 EA
	*Color - must be white	XL		21.44 W/24.11 C		1.97 EA
4	*Short Sleeve	2XL		28.12 W/38.11 C		3.65 EA
1	* Fruit of the Loom or	3XL	at part of the Assessment	28.12 W/38.11 C		4.65 EA
30.49%					e de la companya de La companya de la co	Breakhy fisty for
	MEN'S BOXERS	<u>S</u>		10.97/DZ		11.15/ DZ
	*50% Cotton/50% Polyester	M		10.97/ DZ		11.15/DZ
	*Color - must be white	Logarder		11.44/ DZ		11.15/DZ
	*Fruit of the Loom or	XL		11.44/ DZ		11.15/DZ
	equivalent 🖢 🧳	2XL		11.94/ DZ		11.15/DZ
2		3XL -		14.44/ DZ		11.15/DZ
Vr. 2-2-18-18					interpretation is	
		<i>∞</i> 5 ∅		5.66/ DZ		6.05/ DZ
		6		5.66/ DZ		6.05/ DZ
.		7		5.66/ DZ		6.05/ DZ
	WOMEN'S PANTIES	- 8		5.66/ DZ		6.05/ DZ
	*100% Cotton blend	9		6.87/ DZ		7.20/ DZ
	*Color – must be white	10		6,87/ DZ		7.20/ DZ
_	*Hanes brand or equivalent	12		6.87/ DZ		7.20/ DZ
3		14		6.87/ DZ		7.20/ DZ
3 (32)					er a de la como	
		32		The state of the s		September 1999 Sept. Sept. John Sept. 1991
-		A,B,C,D		17.67/ DZ		18.39/ DZ
		34				E THY CONTRACT
		-A,B,C,D		17.67/DZ		18.39/ DZ
		36		Carter Cont		V
	BRAS	A,B,C,D		17.67/ DZ		18.39/ DZ
	*50% Cotton/50% Polyester	38 :-				Franks, Company
ļ	blend	A,B,C,D		17.67/ DZ	a certano escesaro.	18.39/ DZ
	*Must be pull over, without	40				
.	snaps, hook and eyes and no	A,B,C,D		17.67/ DZ		18.39/ DZ
-	under wire	42				
	*Color – must be white	A,B,C,D		17.67/ DZ		18.39/ DZ
	*Playtex brand or equivalent	44				
4		A,B,C,D		17.67/ DZ		18.39/ DZ

			EXHIBIT A	Many to the Delice Add A 3
	SOCKS - Unisex			
	*50% Cotton/50% Polyester			
	blend *All			
	white tube sock	hoe		
	*Fruit of the Loom or	ize 9		
5		L/2 -11	4.72/ DZ	4.31/ DZ
	Services de la respectação de	garatic in the	The State of the S	· · · · · · · · · · · · · · · · · · ·
		5	3.49 EA	4.25 EA
	*50% Cotton/50% Polyester	M	3.49 EA	4.25 EA
	blend	L	3.49 EA	4.25 EA
	*Mid-thigh length	XL 2	3.49 EA	4.25 EA
	·	2XL	3.87 EA	4.25 EA
6		3XL	3.87 EA	4.25 EA
				的是特别的关系是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个
		S		4.82 EA
	1	M		4.82 EA
	blend	L		4.82 EA
)	XL.		4.82 EA
	waist (no strings)	2XL		4.82 EA
7	*Color: Grey	3XL		4.82 EA
	· · · · · · · · · · · · · · · · · · ·	Allews - S		
 	SWEAT SHIRT - Unisex	S		5.80 EA
	*50% Cotton/50% Polyester	М		5.80 EA
l İ	blend	L		5.80 EA
	*Must be pull over	XL		5.80 EA
	*Must be crew neck	2XL		5.80 EA
8	*Color: Grey	3XL		5.80 EA
	COVERALL	S		11.49 EA
	*Fabric to be perma-press	M		11.49 EA
	*65% Polyester/35% Cotton	L		11.49 EA
	twill	XL		11.49 EA
	*Short sleeve, full cut, double	2XL		12.49 EA
	stitched, reinforced at points			12.49 EA
	of strain	4XL		12.49 EA
	*Fly front closure to conceal	5XL		12.49 EA
	heavy duty snaps (grippers	6XL		14.49 EA
	not acceptable)	7XL		14.45 EA
	*One pocket only over left	8XL		14.45 EA
	breast, no opening in side	9XL		14.45 EA
	9 seams	10XL		14.45 EA
			个的主题是1000年的基础是由1000年的1000年的第三年的1000年的	
-			The state of the s	
	INMATE JACKET - WINTER	38/40		18.91 EA
1	*100% Cotton	42/44		18.91 EA
	*Blanket lined	46/48		18.91 EA
	*Acrylic/Polyester Denim	50/52		18.91 EA

1			EXHIBIT	Α		
J	Outer Shell	54/56			t ferrei way ret	18.91 EA
	*Screen print: Each order	58/60				18.91 EA
	shall have: SFCADF in 5 inch					21.05 EA
10	black letters (bold) backside	70/72				23.15 EA
10	of jacket	74/76				25.00 EA
- 15年 - 15年 - 15年			建物型模型的基础等 的			
POST SERVICE						
	SHOWER SHOES	S	3.15 EA		dien die National in de Geografie die Note die de	13.62/ CASE OF 6
	*Anti-Fungal	M	3.15 EA			13.62/ CASE OF 6
	*Anti-Bacterial	L	3.15 EA			13.62/ CASE OF 6
	*Flexible PVC	XL	3,15 EA			13.62/ CASE OF 6
44	*Leslee-Scott Sabre-series or		3.15 EA			13.62/ CASE OF 6
11	equivalent	3XL	3.15 EA			13.62/ CASE OF 6
	。 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1					
			3.74 EA			3.35/ PAIR
			3.74 EA			3.35/ PAIR
	CANNAG		3.74 EA		5 (1 to 1 7 p. 1 to 1)	3.35/ PAIR
	CANVAS SHOES	2.0	3.74 EA		o alema di territoria di distribuita di di di di di di di di di di di di di	3.35/ PAIR
	*7 oz canvas material		3.74 EA			3.35/ PAIR
	*Vulcanized rubber soles		3.74 EA			3.35/ PAIR
	*Full cushion insoles with		3.74 EA			3.35/ PAIR
	arch support		3.74 EA		Proposition (1979)	3.35/ PAIR
	*Reinforced stress points at heel and toe		3.74 EA		ationista (participalita). Pelonja nastronis	3.35/ PAIR
	*Machine washable		3.74 EA	er er		3.35/ PAIR
	*Color: Orange and/or White		3.74 EA		Control Special Control	3.35/ PAIR
12	color. Orange and/or winte		3.74 EA			3.35/ PAIR
		14 1000 1000 1000 1000 1000 1000 1000 10	3.74 EA			3.35/ PAIR
		77 July 1880	7.44.54			
	SLIP ON PVC SANDAL ORANGE		2.44 EA			1.32 EA
	*Unisex sizing whole sized 6-				7.5	:
	16 *One piece "basket-	4.50 4.70				
	weave"look *Flexible PVC			kaj rojekaj iz 1950. Estato estato estato		
	*non-marking *Specify how					
13	units are packaged					
		236,235,255,94 <u>6</u>				
		5-5.5	17.30/ PAIR			是这种"多少数"是"And And And And And And And And And And
		6-6.5	17.30/ PAIR			19.09/ PAIR
		7-7.5	17.30/ PAIR			L9.09/ PAIR
		8-8.5	17.30/ PAIR		\$1,25 \$1,54 \$1,56 \$10 -	L9.09/ PAIR
		9-9.5	17.30/ PAIR			19.09/ PAIR
	LEATHER WORK BOOTS		17.30/ PAIR			19,09/ PAIR
	*6" Genuine leather upper		17.30/ PAIR	POSTULATO DE SOCIAL DE SOC		19.09/ PAIR
	*Plain toe	12-12.5	17.30/ PAIR 17.30/ PAIR 5			19.09/ PAIR
	그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그	13-13.5				19.09/ PAIR
1		14-14.5	17.30/ PAIR			.9.09/ PAIR
i	greated Paul Lappel Ontrolle.	T-1-1412	17:30/ PAIR		_1	.9.09/ PAIR

	EXHIBIT A						
	to prevent slipping	15-15.5 17.30/ PAIR		19.09/ PAIR			
14	to breazing authority	16-16.5 17.30/ PAIR		19.09/ PAIR			
#T			Charles and control of a belon in the con-				
	The second secon	4	processor polycomorphics (see	14.74/ PAIR			
	KITCHEN BOOTS	5		14.74/ PAIR			
	*100% Waterproof	6		14.74/ PAIR			
	*Seamless molded	7 (2)		14.74/ PAIR			
	construction	8 1		14.74/ PAIR			
	*Anti-Skid	9		14.74/ PAIR			
	*Outsole and heel with	105		14.74/ PAIR			
	reinforced construction at	11		14.74/ PAIR			
	critical stress points	12		14.74/ PAIR			
4-	*Foot form contour insole	13		14.74/ PAIR			
15	SHAMPOO - 2 oz.			n gada a radional			
	į - ·						
	*Clear formula *Clear bottle						
	*Plastic container						
	1						
	*Specify how units are						
	packaged (i.e. box, package, dozen,						
1	L [*]						
	case, bundle) *Specify # of units per			19.39/ CASE (96			
1.0	1 .			PER CASE)			
16	packageFACE/BODY BAR SOAP						
	*1.5 oz unwrapped						
	*Specify how units are			Service Service			
	packaged						
	(i.e. box, package, dozen,	A STATE OF THE STA					
	case, bundle)	4.4					
	*Specify # of units per			28.25/CASE (144			
17	<u> </u>	77. 195.000		PER CASE)			
1/	RAZOR						
	*Anti-Shank - break away	16502					
	when tampered with		Birling from Million Specific				
	*Specify how units are						
	packaged						
	(i.e. box, package, dozen,			44.49/ CASE (500			
18				PER CASE)			
1	TOOTHBRUSH						
	*3 1/4" long						
	*Specify how units are						
	packaged						
	(i.e. box, package, dozen,						
	case, bundle)						
	*Specify # of units per						
	package			19.97/ CASE (144			
	<u>{</u>			PER CASE)			
1	<u> </u>		the state of the s				

	Fig. 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2	EXHIBIT A		
	TOOTHPASTE (Flouride)			in the second se
	*0.85 oz	and the second state of the second se		
	*Clear toothpaste	Participation (Application of the Control of the C		
	*Clear, plastic tube	And the second of the second o		
÷	*Specify how units are			
	packaged			
	(i.e. box, package, dozen,	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)		
	case, bundle)			
	*Specify # of units per	THE PARTY OF THE P		
-	package			
20	* 1 * 1 * 1 * 1 * 1 * 1 * 1 * 1 * 1 * 1		nia di Salah Salah (Salah Salah	19.88/ CASE (144
	DEODODRANT	ACCUSATION OF THE STATE OF THE		PER CASE)
	*0.5 oz			Ž.
	*Scent free	Andrews (1984) 200 (1994) (1994)		
	*Push up container			
		The state of the s		
	*Specify how units are			
	packaged	Company of the compan		
	(i.e. box, package, dozen,	A Common of the		
	case, bundle)			
	*Specify # of units per	A the Control of Advances of the Control of the Con		
	package			31.86/CASE (144
21		Programme and the control of the con		PER CASE)
	SANITARY NAPKIN			
	*Feminine Hygiene			
	*Individually wrapped	And the state of profession of the state of		
	*Specify how units are	100 miles (100 miles (
	packaged			
	(i.e. box, package, dozen,			
•	case, bundle)			
	*Specify # of units per			18.95/ CASE (500
22	package			PER CASE)
:	СОМВ			<u></u> ,
	*9"		es where well as the	
	*Black plastic			
	*Specify how units are			
	packaged			
	(i.e. box, package, dozen,			
	case, bundle)			
	*Specify # of units per	Office of the second second	no especial de Turbido de Seculos	
	package			16 17 /0 / 0 / 4 / 4
23			erin Green Green en skriver. Fransk foar besker blike	16.12/CASE (144
L	Į.			PER CASE)



*SHEETS *50% Polyester/50% cotton *54" x 90" *180 thread count *No iron *Securely stitched hem *Flame retardant *Color: White *Specify how units are packaged (i.e. box, package, dozen, case, bundle) *Specify # of units per	
*54" x 90" *180 thread count *No iron *Securely stitched hem *Flame retardant *Color: White *Specify how units are packaged (i.e. box, package, dozen, case, bundle)	
*180 thread count *No iron *Securely stitched hem *Flame retardant *Color: White *Specify how units are packaged (i.e. box, package, dozen, case, bundle)	
*No iron *Securely stitched hem *Flame retardant *Color: White *Specify how units are packaged (i.e. box, package, dozen, case, bundle)	
*Securely stitched hem *Flame retardant *Color: White *Specify how units are packaged (i.e. box, package, dozen, case, bundle)	
*Flame retardant *Color: White *Specify how units are packaged	
*Flame retardant *Color: White *Specify how units are packaged	
*Specify how units are packaged (i.e. box, package, dozen, case, bundle)	
packaged	
packaged	
(i.e. box, package, dozen, case, bundle)	
case, bundle)	
package	
PILLOW CASES 27.77	33.98/ DOZEN
*50% Polyester/50% cotton	
*42" x 36"	
*180 thread count	
*No iron	
*Securly stitched hem	
*Flame retardant	
*Color: White	
*Specify how units are	
packaged	
(i.e. box, package, dozen, case, bundle)	
*Specify # of units per package	
28 Package	
	10.79/ DOZEN
BLANKET * 400K More I/Cong Control to the second s	
*40% Wool/60% Synthetic Fiber *54"	
x 84"	
*Whipstitched ends	
*Flame retardant	
*Color: Dark Grey	
*Specify how units are	
packaged	
(i.e. box, package, dozen,	
case, bundle)	
*Specify # of units per page 1921 and 1	
package	93.15/ CASE (24
	PER CASE)

2018-0309-0	Strict tassers	HIBIT A	The second secon	
PILLOWS *20" x 26" *Flame resistant *Micro-Guard Cover to bacteria and prevent fi spreading *Antimicrobial polyest fiberfill *Easy to clean soap and water	er er			6.2
DERBY MATTRESS OR EQUIVALENT *Description: Envelor 100% sealed seam, De fabric cover that is we to not crack for up to fluid resistant breatal Flame retardant matt suitable for continuous	artex orranted 5 years; ole vent. ress us use in			74.51
31 correctional environm MATTRESS MENDING PATCHES *Clear, Water resista patch 6" *Specify how units a packaged (i.e. box, package, do case, bundle) *Specify # of units pe	nt tear *3" x re ozen,			7 4.3
package			2.42	! EA

		EXHIBIT A		
)	LAUNDRY BAGS			
	*24" W x 36"			ł
	*White			l
	*100% Polyester Mesh			
	*Weight: 4.4 oz per sq. yard	The Control of the Co		
	* Thickness: 0.040"			
	*High quality, heavy duty			
	cotton wrapped polyester			
	thread	and the Committee of th		
,	*High quality polyester will			
	not break down quickly from			
	detergents or shrivel up			
	* NO Tie Cord			
33				
3			26.04/ DOZEN	

Shoe Corporation of Birmingham, Inc. 125 45th Place North Birmingham, AL 35222

Bob Barker Company, Inc. 134 N. Main Street Fuquay Varina, NC 27526 Victory Supply, LLC. 7025 Industrial Park Rd Mt. Pleasant, TN 38474

RECOMMENDATION

Board of County Commissioners approval and authorization to enter into multiple-source, multiple term and indefinite quantity contracts with the aforementioned vendors for Inmate Clothing, Hygiene, linen and Mattresses and grant the County Manager authorization to sign Purchase Orders.

PRICE AGREEMENT FOR INMATE CLOTHING, HYGIENE, LINEN & MATTRESSES FOR SANTA FE COUNTY CORRECTIONS DEPARTMENT

THIS AGREEMENT is made and entered into this		. 2018
by and between Santa Fe County, a political subdivision of	the state of New Mexico (he	ereinafter
the "County") and Shoe Corporation of Birmingham, Inc. 1	125 45th Place North, Birm	iingham.
AL 35222 (hereinafter the "Contractor.")		

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

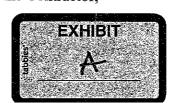
- A. "County" shall mean the County of Santa Fe, state of New Mexico.
- B. "Using Department or Department" shall mean a Department of Santa Fe County.
- C. "Purchase Order" shall mean a fully executed Purchase Document issued by the County that specifies the items and services to be provided by the Contractor.
- D. "Price Agreement" means this indefinite quantity Price Agreement which requires the Contractor to provide the items to a Using Department that issues a Purchase Order.
- E. "Price" means the prices paid by the County and its Departments for inmate clothing, hygiene, linen & mattresses for the Santa Fe County Corrections Department as described in the attached Exhibit A.

2. GOODS TO BE PROVIDED

- A. Purchase. Exhibit A of this Price Agreement contains 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 Exhibit 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(s) described on Exhibit A. All orders issued hereunder must bear both an order number and the number of this Price Agreement No. 2018-0309-A-CORR/MAM.
- 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 IFB No. 2018-0309-A-CORR/MAM 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 and service 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. If the Department does not accept any deliverable and returns it to the Contractor,



all related documentation furnished by the Contractor shall be returned.

3. The Department will inform the Contractor within five (5) 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 items and services have 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 of 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 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 signed by all the parties hereto. The term of this Agreement shall be four (4) years. The term of this Agreement shall not 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 subcontractor, 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.
- 18. 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. <u>General Conditions</u>. 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. <u>Worker's Compensation Insurance.</u> The Contractor shall comply with the provisions of the Worker's Compensation Act.
- D. <u>Increased Limits</u>. 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 Attn: County Manager 102 Grant Avenue PO Box 276 Santa Fe, NM 87504-0276

To the Contractor:

Shoe Corporation of Birmingham, Inc. Attn: J. Wesley Calhoun 125 45th Place North Birmingham, AL 35222

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.

26. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

The Contractor hereby irrevocably appoints InCorp Services, Inc., 1012 Marquez Place, Ste. 106-B, Santa Fe, New Mexico 87505, a New Mexico company 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.

27. SANTA FE COUNTY LIVING WAGE REQUIREMENT. Contractor agrees to abide by Santa Fe County Ordinance 2014-1 (Establishing a Living Wage) within Santa Fe County. Contractor acknowledges and agrees that failure to comply with this Section of the agreement/contract shall constitute a material breach of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Price Agreement as of the date of last signature by the parties hereto.

SANTA FE COUNTY

	Hansen			
Santa	Fe County	Board	of County	Commissioners

ATTESTATION:

Geraldine Salazar Santa Fe County Clerk	Date
Approved as to form:	
R. Bruce Frederick Santa Fe County Attorney	<u> </u>
Finance Department: Stephanie S. Clarke Finance Director	8/28/18 Date
CONTRACTOR - SHOE CORPORAT	ION OF BIRMINGHAM, INC.
Signature	Date
Print name and title	

			EXHIBI	I A		T
			Shoe Corporation			Bob Barker
		e No.	of Birmingham	Victory Supply		Company Inc.
Item	Item and Description		Price per Item	Price per Item	Price per Item	Price per Item
	T-SHIRTS - Unisex	S	e in the space of the con-	21.44 W/24.11 C	FIRM CASSAGE SA	1.97 EA
	*50% Cotton/50% Polyester	M		21.44 W/24.11 C		1.97 EA
	*Must be crewneck	L		21.44 W/24.11 C		1.97 EA
	7 TV 4 C 7 T	XL		21.44 W/24.11 C		1.97 EA
	*Short Sleeve	2XL		28.12 W/38.11 C		3.65 EA
1		3XL	Nacional and Care	28.12 W/38.11 C		4.65 EA
- Sudin				in the state of th	era era era era era era era era era era	
	MEN'S BOXERS	S		10.97/-DZ		11.15/ DZ
	*50% Cotton/50% Polyester	M		10.97/ DZ		11.15/DZ
	*Color - must be white	L		11.44/ DZ		11.15/DZ
	*Fruit of the Loom or	XL		11.44/ DZ		11.15/DZ
	equivalent	2XL		11.94/ DZ		11.15/DZ
2		3XL		14.44/ DZ		11.15/DZ
válští				TOTAL CAN		
_	5	5		5.66/ DZ	ing standard and standard a	6.05/ DZ
		. 6		5.66/ DZ		6.05/ DZ
,		7		5.66/ DZ		6.05/ DZ
	WOMEN'S PANTIES	- 8		5.66/ DZ		6.05/ DZ
	*100% Cotton blend	9		6.87/ DZ		7.20/ DZ
	*Color – must be white	10		6.87/ DZ		7.20/ DZ
	*Hanes brand or equivalent	12		6.87/ DZ-		7.20/ DZ
3		14		6.87/ DZ		7.20/ DZ
				Arma a Palacema		
		32				
		A,B,C,D		17.67/ DZ		18.39/ DZ
		34				
		A,B,C,D		17.67/DZ		18.39/ DZ
		-36 √				\$.
	BRAS	A,B,C,D		17.67/ DZ		18.39/ DZ
	50% Cotton/50% Polyester	∱-38 <u></u> -				angerer jitel
	blend	A,B,C,D		17.67/ DZ		18.39/ DZ
	*Must be pull over, without	40				
	snaps, hook and eyes and no	A,B,C,D		17.67/ DZ		18.39/ DZ
	under wire	42				
	*Color – must be white	A,B,C,D		17.67/ DZ		18.39/ DZ
	*Playtex brand or equivalent	44				
4		A,B,C,D		17.67/ DZ		18.39/ DZ
, Sugar					ussalijosusealis.	

			EARID			
	SOCKS - Unisex	Ì				
	*50% Cotton/50% Polyester	į		27 26 - 3 -		
	blend *All	Ĭ		8 8		
	white tube sock	Shoe				
	*Fruit of the Loom or	size 9				
5	equivalent	1/2 -11		4.72/ DZ		4.31/ DZ
		5		3.49 EA		4.25 EA
	i -	M		3.49 EA		4.25 EA
	blend			3.49 EA		4.25 EA
	1	XL		3.49 EA		4.25 EA
	1,11,4,4,1,5,1,1,1,5,4,1,	2XL		3.87 EA		4.25 EA
6	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	3XL		3.87 EA		4.25 EA
U	waist (no sumgs)		e Gregorija istorija spektasta			
	SWEAT PANTS - Unisex	S				4.82 EA
		<u>у</u> М				4.82 EA
	*50% Cotton/50% Polyester blend	1				4.82 EA
		VI				4.82 EA
	*Must be pull up with elastic					4.82 EA
_	waist (no strings)	2XL		SPORT WERE		4.82 EA
7	*Color: Grey	3XL				4.02 LA
						5.80 EA
	1	S				
	*50% Cotton/50% Polyester	M				5.80 EA
	blend	L				5.80 EA
	*Must be pull over	XL				5.80 EA
	*Must be crew neck	2XL			Todaya (A. 18) Maria San	5.80 EA
8	*Color: Grey	3XL				5.80 EA
	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	表现		RACIONATE SES		
	COVERALL	S				11.49 EA
	*Fabric to be perma-press	М				11.49 EA
	*65% Polyester/35% Cotton	L				11.49 EA
	twill	XL				11.49 EA
	*Short sleeve, full cut, double	2XL			40. (77-49-1-12 No. 17)	12.49 EA
	stitched, reinforced at points	3XL				12.49 EA
	of strain	4XL				12.49 EA
	*Fly front closure to conceal	5XL				12.49 EA
	heavy duty snaps (grippers	6XL				14.49 EA
	not acceptable)	7XL				14.45 EA
	*One pocket only over left	8XL				14.45 EA
	breast, no opening in side	9XL				14.45 EA
9	seams	10XL				14.45 EA
::	Seuri J			La de Comercio		
						A TO
	INMATE JACKET - WINTER	38/40				18.91 EA
		42/44				18.91 EA
	*100% Cotton					18.91 EA
	*Blanket lined	46/48				18.91 EA
	*Acrylic/Polyester Denim	50/52	经 的现在分词 医克克斯氏征	第146 图 第18 图 图 图 图 图 图 图 图 图 图 图 图 图 图 图 图 图 图 图	2000年後後,我5000	10.31 EA

1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	EXHIBIT A	
Outer Shell	54/56	18.91 EA
*Screen print: Each order	58/60	18.91 EA
shall have: SFCADF in 5 inch	66/68	21.05 EA
black letters (bold) backside	70/72	23.15 EA
10 of jacket	74/76	25.00 EA
SHOWER SHOES	S 3.15 EA	13.62/ CASE OF 6
*Anti-Fungal	M 3.15 EA	13.62/ CASE OF 6
*Anti-Bacterial	L 3.15 EA	13.62/ CASE OF 6
*Flexible PVC	XL 3.15 EA	13.62/ CASE OF 6
*Leslee Scott Sabre series or	2XL 3.15 EA	13.62/ CASE OF 6
11 equivalent	3.15 EA	13.62/ CASE OF 6
	4 3,74 EA	3.35/ PAIR
	5 3.74 EA	3.35/ PAIR
	6 3.74 EA	3.35/ PAIR
CANVAS SHOES	7 3.74 EA	3.35/ PAIR
*7 oz canvas material	8 3.74 EA	3.35/ PAIR
*Vulcanized rubber soles	9 3.74 EA	3.35/ PAIR
*Full cushion insoles with	10 3.74 EA	3.35/ PAIR
arch support	10.5 3.74 EA	3.35/ PAIR
*Reinforced stress points at	11 3.74 EA	3.35/ PAIR
heel and toe	11.5 3.74 EA	3.35/ PAIR
*Machine washable	12 3.74 EA	3.35/ PAIR
*Color: Orange and/or White		3.35/ PAIR
12	14 3.74 EA	3.35/ PAIR
	2.44 EA	
SLIP ON PVC SANDAL ORANGE		1.32 EA
*Unisex sizing whole sized 6-		
16 *One piece "basket-		
weave"look *Flexible PVC		
*non-marking *Specify how		A-B-300 (1) (3)
13 units are packaged		
	5-5.5 17.30/ PAIR	19.09/ PAIR
	6-6.5 17.30/-PAIR	19.09/ PAIR
	7-7.5 17.30/ PAIR	19.09/ PAIR
	8-8.5 17.30/ PAIR	19.09/ PAIR
	9-9.5 17.30/ PAIR	19.09/ PAIR
LEATHER WORK BOOTS	10-10.5 17:30/ PAIR	19.09/ PAIR
*6" Genuine leather upper	11-11.5 17.30/ PAIR	19.09/ PAIR
*Plain toe	12-12.5 17.30/ PAIR	19.09/ PAIR
*Oil resistant, non-marking,	13-13.5 17.30/ PAIR	19.09/ PAIR
cleated gum rubber outsole	14-14.5 17.30/ PAIR	19.09/ PAIR
		10.00/ 1 AIN

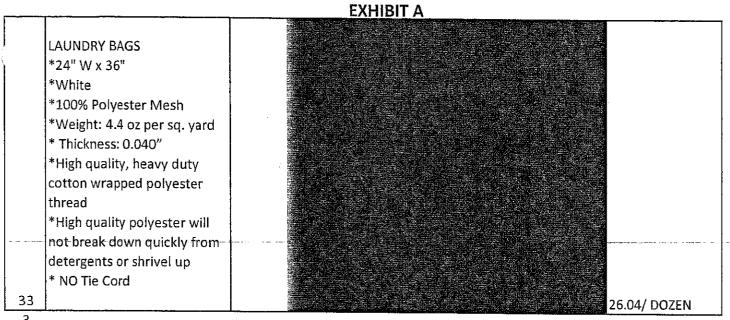
				IIBIT A	Proceeding Formation (Section 1988)	
	to prevent slipping		17.30/ PAIR		Control (Control of Control of Co	19.09/ PAIR
14		16-16.5	17.30/ PAIR			19.09/ PAIR
1. 1/2						
		. 4				14.74/ PAIR
	KITCHEN BOOTS	5				14.74/ PAIR
	*100% Waterproof	(6			14.74/ PAIR
	*Seamless molded		7			14.74/ PAIR
	construction	8	8			14.74/ PAIR
	*Anti-Skid		9		rad siretsky	14.74/ PAIR
	*Outsole and heel with					14.74/ PAIR
	reinforced construction at		1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	a Marina da Partir da Partir da Partir da Partir da Partir da Partir da Partir da Partir da Partir da Partir d		14.74/ PAIR
	critical stress points	1				14.74/ PAIR
45		1				14.74/ PAIR
15	*Foot form contour insole	1.00				
	SHAMPOO - 2 oz.				ravalendes en en e	
1	*Clear formula					
- 1	*Clear bottle					
	*Plastic container	1-11-0				
1	*Specify how units are	7.00				
	packaged	1 52 56				
	(i.e. box, package, dozen,					
1	case, bundle)	10 to 20				40 30/ CASE /DC
	*Specify # of units per					19.39/ CASE (96
16	package					PER CASE)
	FACE/BODY BAR SOAP					
	*1.5 oz unwrapped	441.9° \$1.91				
	*Specify how units are					
	packaged				en en en en en en en en en en en en en e	
	(i.e. box, package, dozen,	Charles and				
	case, bundle)					
	*Specify # of units per					28.25/CASE (144
17	package	SECTION 1			9.23 (0.75)	PER CASE)
	RAZOR					
	*Anti-Shank - break away					
	when tampered with					
	*Specify how units are					
	packaged					
	(i.e. box, package, dozen,					44.49/ CASE (500
18	case, bundle)	300				PER CASE)
10	TOOTHBRUSH					
	*3 1/4" long	r high				
	*Specify how units are	平方位约				
	1 ' ·	7 12				
	packaged					
	(i.e. box, package, dozen,	-30 AND				
	case, bundle)	,				
	*Specify # of units per					19.97/ CASE (144
	package					PER CASE)
19		. A 1707		数时间。"是特性的"有量",第1		LEW CHOE)

TOOTHPASTE (Flouride) *0.85 oz	(1
*Clear toothpaste	
*Clear, plastic tube	
*Specify how units are	
packaged	
(i.e. box, package, dozen,	
case, bundle)	
*Specify # of units per	
package	19.88/ CASE (144
20	PER CASE)
DEODODRANT	PER CASE)
*0.5 oz	
*Scent free	
*Push up container	
*Specify how units are	
packaged	
(i.e. box, package, dozen,	
case, bundle)	
*Specify # of units per	
package	31.86/CASE (144
21	PER CASE)
SANITARY NAPKIN	TER CASE)
*Feminine Hygiene	
*Individually wrapped	
*Specify how units are	
packaged	
(i.e. box, package, dozen;	
case, bundle)	
*Specify # of units per	18.95/ CASE (500
22 package	PER CASE)
COMB	The state of the s
*9"	
*Black plastic	
*Specify how units are	
packaged	
(i.e. box, package, dozen,	
case, bundle)	
*Specify # of units per	
package	16.12/CASE (144
23	PER CASE)

			ARREST CONTRACTOR DESCRIPTION OF THE PROPERTY OF THE PARTY A Company of the America of the Section of the Sect		
HAIRBRUSH					
*7 3/4"					
*Vented, plastic bris	tles				1
*Specify how units a	re		<u>alka jimada muzo ingiliko sabila</u>	132 - 143 - 143 - 143 - 14	
packaged					
(i.e. box, package, do	ozen,				
case, bundle)					
*Specify # of units p	er				/ /40
package		į.			3.92/ CASE (12
24					PER CASE)
Wash Cloths					
*100% Cotton		\$1,5000 p. (1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1			* 7 1
* 12" x 12"	1				
*Flame Retardant					
*Securely stitched h	ŀ				₹ .
*Specify how units	are				
packaged					
(i.e. box, package, d	ozen,				
case, bundle)	•				
*Specify # of units p					
package			4.07/D7		1.59/ DOZEN
25			1.87/ DZ		1.59/ DOZEN
TOWELS					
*100% Cotton	"				70 s 2 40 s
*Bath Towel - 22" x	: 24"				
*Flame Retardant					記 終 編
*Securely stitched	l l				76. 76.
*Specify how units					
packaged	ā				*# ***
(i.e. box, package, o	102e11,				
case, bundle)	nor ·		11.77/ DZ=22x44	i.	(4) (4) (4) (4) (4) (4) (4) (4) (4) (4)
*Specify # of units	hei		15.84/DZ=24x48	The second secon	11.59/ DOZEN
26 package			20.0 1/ 02 2 1/ 10		<u> </u>

		EXHIBI	<u> </u>	·
	SHEETS			
1	*50% Polyester/50% cotton			
) .	*54" x 90"			
	*180 thread count			
	*No iron			
	*Securely stitched hem			
	*Flame retardant			
	*Color: White			
	*Specify how units are			
	packaged			
	(i.e. box, package, dozen,			
	case, bundle)			
1	*Specify # of units per			
	package			
27			27.77	33.98/ DOZEN
	PILLOW CASES			
	*50% Polyester/50% cotton			
	*42" x 36"			
	*180 thread count			Mark Services
	*No iron		ne caera a santa in a	
	*Securly stitched hem			
	*Flame retardant			
	*Color: White			
ì	*Specify how units are			
	packaged			
	(i.e. box, package, dozen,			
	case, bundle)			
	*Specify # of units per			
:	package			
28				10.79/ DOZEN
	BLANKET			
	*40% Wool/60% Synthetic			
	Fiber *54"			
	x 84"			
	*Whipstitched ends			
	*Flame retardant			
	*Color: Dark Grey		ia na konalisa da mara k	and the second of the second o
	*Specify how units are			
	packaged			
!	(i.e. box, package, dozen,			
	case, bundle)			
	*Specify # of units per			
1 30	package			93.15/ CASE (24
9 -				PER CASE)

			±/1111	/1 /\\	and the second s		
	PILLOWS						
	*20" x 26"						
	*Flame resistant				TANGERIA SI MESERIK SERIA. Menerakan menerakan beranggan beranggan beranggan beranggan beranggan beranggan beranggan beranggan beranggan		1
	*Micro-Guard Cover to kill			and cale days			
	bacteria and prevent from]
	spreading						İ
	*Antimicrobial polyester						
	fiberfill *Easy to clean with						1
	soap and water		in a still well	4447262-12864	New York Committee of the Committee of t		
30							6.2
	DERBY MATTRESS OR						1
	EQUIVALENT					72. 2.	
	*Description: Envelope style,			and the company of the con-			
	100% sealed seam, Dartex			Construction (Sec.)	gori Gregora Escapa Rodo		
	fabric cover that is warranted						İ
	to not crack for up to 5 years;	Ť					ļ
	fluid resistant breatable vent.						
	Flame retardant mattress			Can bo Bres.			
	suitable for continuous use in						
31	correctional environments.						74.51
	MATTRESS MENDING				ja krimija odbili 1964 – 1 Pod seko ne odkog		
	PATCHES						
	*Clear, Water resistant tear						·
	patch *3" x						
	6"						1
	*Specify how units are						
	packaged					1967 1987	
	(i.e. box, package, dozen,					1965 1978	ļ
	case, bundle)					4.	
	*Specify # of units per						
	package				i de la composition de la composition de la composition de la composition de la composition de la composition La composition de la composition de la composition de la composition de la composition de la composition de la	2.42 EA	
32		l 🖁	Carlotte Carlotte			4.42 CA	



PRICE AGREEMENT FOR INMATE CLOTHING, HYGIENE, LINEN & MATTRESSES FOR SANTA FE COUNTY CORRECTIONS DEPARTMENT

THIS AGREEMENT is made and entered into this day of , 2018 by and between Santa Fe County, a political subdivision of the state of New Mexico (hereinafter the "County") and Bob Barker Company, Inc., 134 N. Main Street, Fuquay Varina, NC 27526 (hereinafter the "Contractor.")

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

A. "County" shall mean the County of Santa Fe, state of 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 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 that issues a Purchase Order.

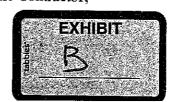
E. "Price" means the prices paid by the County and its Departments for inmate clothing, hygiene, linen & mattresses for the Santa Fe County Corrections Department as described in the attached Exhibit A.

2. GOODS TO BE PROVIDED

- A. Purchase. Exhibit A of this Price Agreement contains 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 Exhibit 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(s) described on Exhibit A. All orders issued hereunder must bear both an order number and the number of this Price Agreement No. 2018-0309-B-CORR/MAM.
- 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 IFB No. 2018-0309-B-CORR/MAM 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 and service 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. If the Department does not accept any deliverable and returns it to the Contractor,



all related documentation furnished by the Contractor shall be returned.

The Department will inform the Contractor within five (5) business days that a 3. deliverable is unacceptable by the Department.

Prices listed in Exhibit A, for each item, shall be the fixed prices and rates for the 4. 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 items and services have 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 of 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 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 signed by all the parties hereto. The term of this Agreement shall be four (4) years. The term of this Agreement shall not 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 subcontractor, 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.
- 18. **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. <u>General Conditions</u>. 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. <u>Increased Limits</u>. 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 Attn: County Manager 102 Grant Avenue PO Box 276 Santa Fe, NM 87504-0276

To the Contractor:

Bob Barker Company, Inc. Attn: Kathryn Malcom 134 N. Main Street Fuquay Varina, NC 27526

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.

26. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

The Contractor hereby irrevocably appoints National Registered Agents, Inc., 123 East Marcy, Santa Fe, New Mexico 87501, a New Mexico company, 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.

27. SANTA FE COUNTY LIVING WAGE REQUIREMENT. Contractor agrees to abide by Santa Fe County Ordinance 2014-1 (Establishing a Living Wage) within Santa Fe County. Contractor acknowledges and agrees that failure to comply with this Section of the agreement/contract shall constitute a material breach of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Price Agreement as of the date of last signature by the parties hereto.

SANTA FE COUNTY

Anna Hansen Santa Fe County Board of County Commissioners

ATTESTATION:

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Geraldine Salazar	
Santa Fe County Clerk	
American de la C	
Approved as to form:	
Ashusan Just 1808 R. Bruce Frederick	8-27-18
* * * * * * * * * * * * * * * * * * *	Date
Santa Fe County Attorney	
Finance Department:	
	,
	8/28/18
Stephanie S. Clarke	
Finance Director	Date
Tandido Director	
CONTRACTOR - BOB BARKER	COMPANY, INC.
Signature	 Date
-	Date
Print name and title	
rame and time	

tem	Item and Description		Shoe Corporation of Birmingham	Victory Supply	1 8 976	Bob Barker Company Inc.
1	T-SHIRTS - Unisex	S	Price per Item	Price per Item	Price per Item	Price per Item
	*50% Cotton/50% Polyester	M		21.44 W/24.11 C		1.97 EA
·	*Must be crewneck			21.44 W/24.11 C		1.97 EA
	*Color - must be white	L		21.44 W/24.11 C		1.97 EA
	· · · · · · · · · · · · · · · · · · ·	XL		21.44 W/24.11 C		1.97 EA
1	*Short Sleeve	2XL	#	28.12 W/38.11 C		3.65 EA
<u> </u>	* Fruit of the Loom or	3XL		28.12 W/38.11 C		4.65 EA
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	MEN'S BOXERS	S		10.97/ DZ	Erwania de Carlos	11.15/ DZ
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ł	*Fruit of the Loom or	XL		11.44/ DZ		11.15/DZ
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2		3XL		14.44/ DZ		11.15/DZ
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		6		5.66/ DZ		6.05/ DZ
1		7		5.66/ DZ		6.05/ DZ
1	WOMEN'S PANTIES	8		5.66/ DZ		6.05/ DZ
	*100% Cotton blend	9		6.87/ DZ		7.20/ DZ
.]	*Color – must be white	10		6.87/ DZ		7.20/ DZ
	*Hanes brand or equivalent	12		6.87/ DZ		7.20/ DZ
3		14		6.87/ DZ	解码 经延收 医经常性肠炎 医腹腔 经自己的 经营业	7.20/ DZ
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		32				
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		34				10.55/ 02
ł		A,B,C,D		17.67/DZ		18.39/ DZ
		36 %				10.35/ DZ
	BRAS	A,B,C,D		17.67/ DZ		18.39/ DZ
	*50% Cotton/50% Polyester	38				10.59/ 02
	blend	A,B,C,D		17.67/ DZ		10 20/07
	*Must be pull over, without	3 40				18.39/ DZ
	snaps, hook and eyes and no	A,B,C,D		17.67/ DZ		10 10 / D2
	under wire	42				18.39/ DZ
	*Color – must be white	A,B,C,D		17.67/ DZ		10.20/==
	*Playtex brand or equivalent	44				18.39/ DZ
4		A,B,C,D		17.67/ DZ		·
20 6 5		Calabara da		11.01/ UL		18.39/ DZ

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- 1	olend *All					
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	GYM SHORTS - Unisex			3.49 EA		4.25 EA
	*50% Cotton/50% Polyester	v i		3.49 EA		4.25 EA
	blend			3.49 EA		4.25 EA
İ		(L	ar driversia	3.49 EA		4.25 EA
Ì	14110 CINO. 1 1	2XL		3.87 EA		4.25 EA
5	Midatac ban ab	3XL		3.87 EA		4.25 EA
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	*Must be pull up with elastic	XL				4.82 EA
	waist (no strings)	2XL				4.82 EA
-	Maise (110 ser.110=1	3XL			2015	4.82 EA
7	Color: Grey					
	SWEAT SHIRT - Unisex	S		We see English		5.80 EA
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	blend	L				5.80 EA
	*Must be pull over	XL				5.80 EA
	*Must be crew neck	2XL				5.80 EA
n	*Color: Grey	3XL				5.80 EA
8	Color. Grey					
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	*65% Polyester/35% Cotton					11.49 EA
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	*Short sleeve, full cut, double		66.			12.49 EA
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	*Fly front closure to conceal					12.49 EA
	heavy duty snaps (grippers	6XL				14.49 EA
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		8XL				14.45 EA
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	*100% Cotton	42/44				18.91 EA
	*Blanket lined	46/48				18.91 EA
	*Acrylic/Polyester Denim	50/52		14-19年代,18-19年,19-19年		20,02 271