

**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:

# 2018-0309-CORR/MAM Inmate Clothing, Hygiene, Linen Mattresses Bid Recap

## EXHIBIT A

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

# 2018-0309-CORR/MAM Inmate Clothing, Hygiene, Linen Mattresses Bid Recap

## EXHIBIT A

		EXHIBIT A			
14	to prevent slipping	15-15.5	17.30/ PAIR		19.09/ PAIR
		16-16.5	17.30/ PAIR		19.09/ PAIR
15	KITCHEN BOOTS *100% Waterproof *Seamless molded construction *Anti-Skid *Outsole and heel with reinforced construction at critical stress points *Foot form contour insole	4			14.74/ PAIR
		5			14.74/ PAIR
		6			14.74/ PAIR
		7			14.74/ PAIR
		8			14.74/ PAIR
		9			14.74/ PAIR
		10			14.74/ PAIR
		11			14.74/ PAIR
		12			14.74/ PAIR
13			14.74/ PAIR		
16	SHAMPOO - 2 oz. *Clear formula *Clear bottle *Plastic container *Specify how units are packaged _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____				19.39/ CASE (96 PER CASE)
17	FACE/BODY BAR SOAP *1.5 oz unwrapped *Specify how units are packaged _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____				28.25/CASE (144 PER CASE)
18	RAZOR *Anti-Shank - break away when tampered with *Specify how units are packaged _____ (i.e. box, package, dozen, case, bundle)				44.49/ CASE (500 PER CASE)
19	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 PER CASE)

# 2018-0309-CORR/MAM Inmate Clothing, Hygiene, Linen Mattresses Bid Recap

## EXHIBIT A

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

**2018-0309-CORR/MAM Inmate Clothing, Hygiene, Linen Mattresses Bid Recap**  
**EXHIBIT A**

24	<p>HAIRBRUSH</p> <p>*7 3/4"</p> <p>*Vented, plastic bristles</p> <p>*Specify how units are packaged _____</p> <p>(i.e. box, package, dozen, case, bundle)</p> <p>*Specify # of units per package _____</p>				3.92/ CASE (12 PER CASE)
25	<p>Wash Cloths</p> <p>*100% Cotton</p> <p>* 12" x 12"</p> <p>*Flame Retardant</p> <p>*Securely stitched hem</p> <p>*Specify how units are packaged _____</p> <p>(i.e. box, package, dozen, case, bundle)</p> <p>*Specify # of units per package _____</p>			1.87/ DZ	1.59/ DOZEN
26	<p>TOWELS</p> <p>*100% Cotton</p> <p>*Bath Towel - 22" x 24"</p> <p>*Flame Retardant</p> <p>*Securely stitched hem</p> <p>*Specify how units are packaged _____</p> <p>(i.e. box, package, dozen, case, bundle)</p> <p>*Specify # of units per package _____</p>			<p>11.77/DZ=22x44</p> <p>15.84/DZ=24x48</p>	11.59/ DOZEN



# 2018-0309-CORR/MAM Inmate Clothing, Hygiene, Linen Mattresses Bid Recap

## EXHIBIT A

27	<p>SHEETS</p> <ul style="list-style-type: none"> <li>*50% Polyester/50% cotton</li> <li>*54" x 90"</li> <li>*180 thread count</li> <li>*No iron</li> <li>*Securely stitched hem</li> <li>*Flame retardant</li> <li>*Color: White</li> <li>*Specify how units are packaged _____</li> <li>(i.e. box, package, dozen, case, bundle)</li> <li>*Specify # of units per package _____</li> </ul>		
		27.77	33.98/ DOZEN
28	<p>PILLOW CASES</p> <ul style="list-style-type: none"> <li>*50% Polyester/50% cotton</li> <li>*42" x 36"</li> <li>*180 thread count</li> <li>*No iron</li> <li>*Securly stitched hem</li> <li>*Flame retardant</li> <li>*Color: White</li> <li>*Specify how units are packaged _____</li> <li>(i.e. box, package, dozen, case, bundle)</li> <li>*Specify # of units per package _____</li> </ul>		10.79/ DOZEN
29	<p>BLANKET</p> <ul style="list-style-type: none"> <li>*40% Wool/60% Synthetic Fiber</li> <li>*54" x 84"</li> <li>*Whipstitched ends</li> <li>*Flame retardant</li> <li>*Color: Dark Grey</li> <li>*Specify how units are packaged _____</li> <li>(i.e. box, package, dozen, case, bundle)</li> <li>*Specify # of units per package _____</li> </ul>		93.15/ CASE (24 PER CASE)

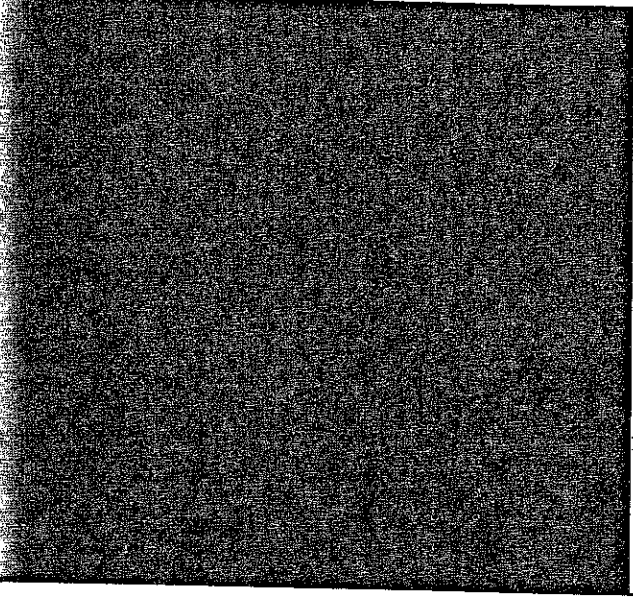
# 2018-0309-CORR/MAM Inmate Clothing, Hygiene, Linen Mattresses Bid Recap

## EXHIBIT A

30	<p>PILLOWS</p> <p>*20" x 26"</p> <p>*Flame resistant</p> <p>*Micro-Guard Cover to kill bacteria and prevent from spreading</p> <p>*Antimicrobial polyester fiberfill *Easy to clean with soap and water</p>		6.2
31	<p>DERBY MATTRESS OR EQUIVALENT</p> <p>*Description: Envelope style, 100% sealed seam, Dartex fabric cover that is warranted to not crack for up to 5 years; fluid resistant breathable vent. Flame retardant mattress suitable for continuous use in correctional environments.</p>		74.51
32	<p>MATTRESS MENDING PATCHES</p> <p>*Clear, Water resistant tear patch *3" x 6"</p> <p>*Specify how units are packaged _____ (i.e. box, package, dozen, case, bundle)</p> <p>*Specify # of units per package _____</p>		2.42 EA

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EXHIBIT A

33	<p>LAUNDRY BAGS</p> <p>*24" W x 36"</p> <p>*White</p> <p>*100% Polyester Mesh</p> <p>*Weight: 4.4 oz per sq. yard</p> <p>* Thickness: 0.040"</p> <p>*High quality, heavy duty cotton wrapped polyester thread</p> <p>*High quality polyester will not break down quickly from detergents or shrivel up</p> <p>* NO Tie Cord</p>		26.04/ DOZEN
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**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 **Victory Supply, LLC** located at **7025 Industrial Park Rd, Mt. Pleasant, TN 38474** (hereinafter the "Contractor.")

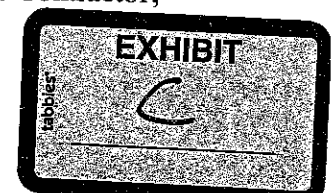
**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**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-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.
- 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 or rejection within the time specified in Paragraph 2 above, the services or deliverables will be deemed to have been accepted.
- C. Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
- D. Payment.** County shall pay Contractor on an invoice received from Contractor within thirty (30) days from the date the County approves the invoice.
- E. Taxes.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item on each invoice. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's 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 sub-contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D.** Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts

of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.

- E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs incurred by the County that is associated with such default.

## 6. TERMINATION.

A. **For Convenience.** Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to the termination date of this Price Agreement. County will provide at least twenty (20) days prior written notice to the Contractor of the date of termination. Notice of Termination of this Price Agreement shall not affect any outstanding order(s) issued under this Price Agreement prior to the effective date of termination for convenience by the County.

B. **For Cause.** Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within thirty (30) days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

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

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

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

10. **RECORDS.** During the term of this Price Agreement and for three (3) years thereafter, the Contractor shall maintain detailed records pertaining to the services or deliverables provided. These records shall be subject to inspection by the Department, the County and State Auditor and other appropriate County authorities. The County shall have the right to audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

11. **APPROPRIATIONS.** The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County

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

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

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

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

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

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

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

**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. Increased Limits. If, during the life of this Price Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.
- 20. APPLICABLE LAW.** This Price Agreement shall be governed by the laws of the State of New Mexico.
- 21. CHOICE OF LAW.** This Price Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.
- 22. INVALID TERM OR CONDITION/SEVERABILITY.** The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.
- 23. ENFORCEMENT OF AGREEMENT.** A party's failure to require strict performance of any provision of this Price Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by party or any of its rights under this Price Agreement shall be effective unless express and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.
- 24. SURVIVAL.** The Provisions of the following listed paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.
- 25. NOTICES.** Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.



**To the County:**

Santa Fe County  
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 Commissioners

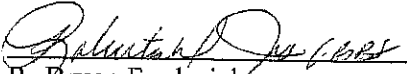
**ATTESTATION:**

\_\_\_\_\_

Geraldine Salazar  
Santa Fe County Clerk


Date:

Approved as to form:

  
R. Bruce Frederick  
Santa Fe County Attorney

8-27-18  
Date

Finance Department:

  
Stephanie S. Clarke  
Finance Director

8/28/18  
Date

**CONTRACTOR - VICTORY SUPPLY, LLC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name and title



# 2018-0309-CORR/MAM Inmate Clothing, Hygiene, Linen Mattresses Bid Recap

## EXHIBIT A

			Shoe Corporation of Birmingham	Victory Supply		Bob Barker Company Inc.
Item	Item and Description		Price per Item	Price per Item	Price per Item	Price per Item
1	T-SHIRTS - Unisex *50% Cotton/50% Polyester *Must be crewneck *Color - must be white *Short Sleeve * Fruit of the Loom or	S		21.44 W/24.11 C		1.97 EA
		M		21.44 W/24.11 C		1.97 EA
		L		21.44 W/24.11 C		1.97 EA
		XL		21.44 W/24.11 C		1.97 EA
		2XL		28.12 W/38.11 C		3.65 EA
		3XL		28.12 W/38.11 C		4.65 EA
2	MEN'S BOXERS *50% Cotton/50% Polyester *Color - must be white *Fruit of the Loom or equivalent	S		10.97/ DZ		11.15/ DZ
		M		10.97/ DZ		11.15/DZ
		L		11.44/ DZ		11.15/DZ
		XL		11.44/ DZ		11.15/DZ
		2XL		11.94/ DZ		11.15/DZ
		3XL		14.44/ DZ		11.15/DZ
3	WOMEN'S PANTIES *100% Cotton blend *Color - must be white *Hanes brand or equivalent	5		5.66/ DZ		6.05/ DZ
		6		5.66/ DZ		6.05/ DZ
		7		5.66/ DZ		6.05/ DZ
		8		5.66/ DZ		6.05/ DZ
		9		6.87/ DZ		7.20/ DZ
		10		6.87/ DZ		7.20/ DZ
		12		6.87/ DZ		7.20/ DZ
		14		6.87/ DZ		7.20/ DZ
4	BRAS *50% Cotton/50% Polyester blend *Must be pull over, without snaps, hook and eyes and no under wire *Color - must be white *Playtex brand or equivalent	32 A,B,C,D		17.67/ DZ		18.39/ DZ
		34 A,B,C,D		17.67/DZ		18.39/ DZ
		36 A,B,C,D		17.67/ DZ		18.39/ DZ
		38 A,B,C,D		17.67/ DZ		18.39/ DZ
		40 A,B,C,D		17.67/ DZ		18.39/ DZ
		42 A,B,C,D		17.67/ DZ		18.39/ DZ
		44 A,B,C,D		17.67/ DZ		18.39/ DZ
				17.67/ DZ		18.39/ DZ

**2018-0309-CORR/MAM Inmate Clothing, Hygiene, Linen Mattresses Bid Recap**  
**EXHIBIT A**

5	SOCKS - Unisex *50% Cotton/50% Polyester blend *All white tube sock *Fruit of the Loom or equivalent	Shoe size 9 1/2 -11	4.72/ DZ	4.31/ DZ
6	GYM SHORTS - Unisex *50% Cotton/50% Polyester blend *Mid-thigh length *Must be pull up with elastic waist (no strings)	S M L XL 2XL 3XL	3.49 EA 3.49 EA 3.49 EA 3.49 EA 3.87 EA 3.87 EA	4.25 EA 4.25 EA 4.25 EA 4.25 EA 4.25 EA 4.25 EA
7	SWEAT PANTS - Unisex *50% Cotton/50% Polyester blend *Must be pull up with elastic waist (no strings) *Color: Grey	S M L XL 2XL 3XL		4.82 EA 4.82 EA 4.82 EA 4.82 EA 4.82 EA 4.82 EA
8	SWEAT SHIRT - Unisex *50% Cotton/50% Polyester blend *Must be pull over *Must be crew neck *Color: Grey	S M L XL 2XL 3XL		5.80 EA 5.80 EA 5.80 EA 5.80 EA 5.80 EA 5.80 EA
9	COVERALL *Fabric to be perma-press *65% Polyester/35% Cotton twill *Short sleeve, full cut, double stitched, reinforced at points of strain *Fly front closure to conceal heavy duty snaps (grippers not acceptable) *One pocket only over left breast, no opening in side seams	S M L XL 2XL 3XL 4XL 5XL 6XL 7XL 8XL 9XL 10XL		11.49 EA 11.49 EA 11.49 EA 11.49 EA 12.49 EA 12.49 EA 12.49 EA 12.49 EA 14.49 EA 14.45 EA 14.45 EA 14.45 EA 14.45 EA
	INMATE JACKET - WINTER *100% Cotton *Blanket lined *Acrylic/Polyester Denim	38/40 42/44 46/48 50/52		18.91 EA 18.91 EA 18.91 EA 18.91 EA

# 2018-0309-CORR/MAM Inmate Clothing, Hygiene, Linen Mattresses Bid Recap

## EXHIBIT A

10		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
		of jacket	74/76				25.00 EA
11		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
		equivalent	3XL	3.15 EA			13.62/ CASE OF 6
12		CANVAS SHOES *7 oz canvas material *Vulcanized rubber soles *Full cushion insoles with arch support *Reinforced stress-points at heel and toe *Machine washable *Color: Orange and/or White	4	3.74 EA			3.35/ PAIR
			5	3.74 EA			3.35/ PAIR
			6	3.74 EA			3.35/ PAIR
			7	3.74 EA			3.35/ PAIR
			8	3.74 EA			3.35/ PAIR
			9	3.74 EA			3.35/ PAIR
			10	3.74 EA			3.35/ PAIR
			10.5	3.74 EA			3.35/ PAIR
			11	3.74 EA			3.35/ PAIR
			11.5	3.74 EA			3.35/ PAIR
			12	3.74 EA			3.35/ PAIR
			13	3.74 EA			3.35/ PAIR
			14	3.74 EA			3.35/ PAIR
13		SLIP ON PVC SANDAL ORANGE *Unisex sizing whole sized 6-16 *One piece "basket-weave" look *Flexible PVC *non-marking *Specify how units are packaged		2.44 EA			1.32 EA
		LEATHER WORK BOOTS *6" Genuine leather upper *Plain toe *Oil resistant, non-marking, cleated gum rubber outsole	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
			10-10.5	17.30/ PAIR			19.09/ PAIR
			11-11.5	17.30/ PAIR			19.09/ PAIR
			12-12.5	17.30/ PAIR			19.09/ PAIR
			13-13.5	17.30/ PAIR			19.09/ PAIR
			14-14.5	17.30/ PAIR			19.09/ PAIR



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## EXHIBIT A

14	to prevent slipping	15-15.5	17.30/ PAIR		19.09/ PAIR
		16-16.5	17.30/ PAIR		19.09/ PAIR
15	KITCHEN BOOTS *100% Waterproof *Seamless molded construction *Anti-Skid *Outsole and heel with reinforced construction at critical stress points *Foot form contour insole	4			14.74/ PAIR
		5			14.74/ PAIR
		6			14.74/ PAIR
		7			14.74/ PAIR
		8			14.74/ PAIR
		9			14.74/ PAIR
		10			14.74/ PAIR
		11			14.74/ PAIR
		12			14.74/ PAIR
		13			14.74/ PAIR
16	SHAMPOO - 2 oz. *Clear formula *Clear bottle *Plastic container *Specify how units are packaged _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____				19.39/ CASE (96 PER CASE)
17	FACE/BODY BAR SOAP *1.5 oz unwrapped *Specify how units are packaged _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____				28.25/CASE (144 PER CASE)
18	RAZOR *Anti-Shank - break away when tampered with *Specify how units are packaged _____ (i.e. box, package, dozen, case, bundle)				44.49/ CASE (500 PER CASE)
19	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 PER CASE)

# 2018-0309-CORR/MAM Inmate Clothing, Hygiene, Linen Mattresses Bid Recap

## EXHIBIT A

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

# 2018-0309-CORR/MAM Inmate Clothing, Hygiene, Linen Mattresses Bid Recap

## EXHIBIT A

24	<p>HAIRBRUSH</p> <p>*7 3/4"</p> <p>*Vented, plastic bristles</p> <p>*Specify how units are packaged _____</p> <p>(i.e. box, package, dozen, case, bundle)</p> <p>*Specify # of units per package _____</p>			3.92/ CASE (12 PER CASE)
25	<p>Wash Cloths</p> <p>*100% Cotton</p> <p>* 12" x 12"</p> <p>*Flame Retardant</p> <p>*Securely stitched hem</p> <p>*Specify how units are packaged _____</p> <p>(i.e. box, package, dozen, case, bundle)</p> <p>*Specify # of units per package _____</p>		1.87/ DZ	1.59/ DOZEN
26	<p>TOWELS</p> <p>*100% Cotton</p> <p>*Bath Towel - 22" x 24"</p> <p>*Flame Retardant</p> <p>*Securely stitched hem</p> <p>*Specify how units are packaged _____</p> <p>(i.e. box, package, dozen, case, bundle)</p> <p>*Specify # of units per package _____</p>		<p>11.77/DZ=22x44</p> <p>15.84/DZ=24x48</p>	11.59/ DOZEN

2018-0309-CORR/MAM Inmate Clothing, Hygiene, Linen Mattresses Bid Recap

EXHIBIT A

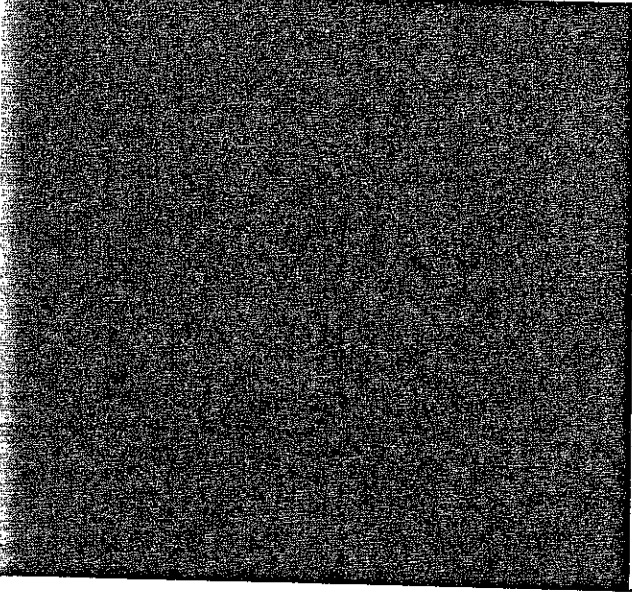
	<p>SHEETS</p> <p>*50% Polyester/50% cotton</p> <p>*54" x 90"</p> <p>*180 thread count</p> <p>*No iron</p> <p>*Securely stitched hem</p> <p>*Flame retardant</p> <p>*Color: White</p> <p>*Specify how units are packaged _____</p> <p>(i.e. box, package, dozen, case, bundle)</p>			
27	<p>*Specify # of units per package _____</p>		27.77	33.98/ DOZEN
28	<p>PILLOW CASES</p> <p>*50% Polyester/50% cotton</p> <p>*42" x 36"</p> <p>*180 thread count</p> <p>*No iron</p> <p>*Securely stitched hem</p> <p>*Flame retardant</p> <p>*Color: White</p> <p>*Specify how units are packaged _____</p> <p>(i.e. box, package, dozen, case, bundle)</p> <p>*Specify # of units per package _____</p>			10.79/ DOZEN
29	<p>BLANKET</p> <p>*40% Wool/60% Synthetic Fiber</p> <p>*54" x 84"</p> <p>*Whipstitched ends</p> <p>*Flame retardant</p> <p>*Color: Dark Grey</p> <p>*Specify how units are packaged _____</p> <p>(i.e. box, package, dozen, case, bundle)</p> <p>*Specify # of units per package _____</p>			93.15/ CASE (24 PER CASE)

# 2018-0309-CORR/MAM Inmate Clothing, Hygiene, Linen Mattresses Bid Recap

## EXHIBIT A

30	<p>PILLOWS</p> <p>*20" x 26"</p> <p>*Flame resistant</p> <p>*Micro-Guard Cover to kill bacteria and prevent from spreading</p> <p>*Antimicrobial polyester fiberfill *Easy to clean with soap and water</p>			6.2
31	<p>DERBY MATTRESS OR EQUIVALENT</p> <p>*Description: Envelope style, 100% sealed seam, Dartex fabric cover that is warranted to not crack for up to 5 years; fluid resistant breathable vent. Flame retardant mattress suitable for continuous use in correctional environments.</p>			74.51
32	<p>MATTRESS MENDING PATCHES</p> <p>*Clear, Water resistant tear patch *3" x 6"</p> <p>*Specify how units are packaged _____ (i.e. box, package, dozen, case, bundle)</p> <p>*Specify # of units per package _____</p>			2.42 EA

2018-0309-CORR/MAM Inmate Clothing, Hygiene, Linen Mattresses Bid Recap  
EXHIBIT A

33	<p>LAUNDRY BAGS</p> <p>*24" W x 36"</p> <p>*White</p> <p>*100% Polyester Mesh</p> <p>*Weight: 4.4 oz per sq. yard</p> <p>* Thickness: 0.040"</p> <p>*High quality, heavy duty cotton wrapped polyester thread</p> <p>*High quality polyester will not break down quickly from detergents or shrivel up</p> <p>* NO Tie Cord</p>		26.04/ DOZEN
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3









Shoe Corporation of Birmingham, Inc.  
125 45<sup>th</sup> 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 \_\_\_\_ day of \_\_\_\_\_, 2018 by and between **Santa Fe County**, a political subdivision of the state of New Mexico (hereinafter the "County") and **Shoe Corporation of Birmingham, Inc. 125 45<sup>th</sup> Place North, Birmingham, AL 35222** (hereinafter the "Contractor.")

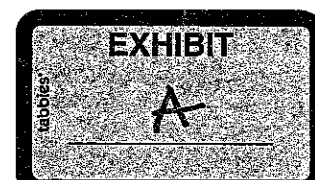
**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**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 or rejection within the time specified in Paragraph 2 above, the services or deliverables will be deemed to have been accepted.
  - C. **Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
  - D. **Payment.** County shall pay Contractor on an invoice received from Contractor within thirty (30) days from the date the County approves the invoice.
  - E. **Taxes.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item on each invoice. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's 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. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

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

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

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

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

**23. ENFORCEMENT OF AGREEMENT.** A party's failure to require strict performance of any provision of this Price Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by party or any of its rights under this Price Agreement shall be effective unless express and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

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

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

delivery or three (3) business days after being mailed.

**To the County:**

Santa Fe County  
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 45<sup>th</sup> 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**

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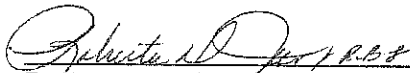
Anna Hansen  
Santa Fe County Board of County Commissioners

**ATTESTATION:**

\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk


\_\_\_\_\_  
Date

Approved as to form:

  
\_\_\_\_\_  
R. Bruce Frederick  
Santa Fe County Attorney

8-27-18  
\_\_\_\_\_  
Date

Finance Department:

  
\_\_\_\_\_  
Stephanie S. Clarke  
Finance Director

8/28/18  
\_\_\_\_\_  
Date

**CONTRACTOR - SHOE CORPORATION OF BIRMINGHAM, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name and title



# 2018-0309-CORR/MAM Inmate Clothing, Hygiene, Linen Mattresses Bid Recap

## EXHIBIT A

			Shoe Corporation of Birmingham	Victory Supply		Bob Barker Company Inc.
Item	Item and Description		Price per Item	Price per Item	Price per Item	Price per Item
1	T-SHIRTS - Unisex *50% Cotton/50% Polyester *Must be crewneck *Color - must be white *Short Sleeve * Fruit of the Loom or	S		21.44 W/24.11 C		1.97 EA
		M		21.44 W/24.11 C		1.97 EA
		L		21.44 W/24.11 C		1.97 EA
		XL		21.44 W/24.11 C		1.97 EA
		2XL		28.12 W/38.11 C		3.65 EA
		3XL		28.12 W/38.11 C		4.65 EA
2	MEN'S BOXERS *50% Cotton/50% Polyester *Color - must be white *Fruit of the Loom or equivalent	S		10.97/ DZ		11.15/ DZ
		M		10.97/ DZ		11.15/DZ
		L		11.44/ DZ		11.15/DZ
		XL		11.44/ DZ		11.15/DZ
		2XL		11.94/ DZ		11.15/DZ
		3XL		14.44/ DZ		11.15/DZ
3	WOMEN'S PANTIES *100% Cotton blend *Color - must be white *Hanes brand or equivalent	5		5.66/ DZ		6.05/ DZ
		6		5.66/ DZ		6.05/ DZ
		7		5.66/ DZ		6.05/ DZ
		8		5.66/ DZ		6.05/ DZ
		9		6.87/ DZ		7.20/ DZ
		10		6.87/ DZ		7.20/ DZ
		12		6.87/ DZ		7.20/ DZ
		14		6.87/ DZ		7.20/ DZ
4	BRAS *50% Cotton/50% Polyester blend *Must be pull over, without snaps, hook and eyes and no under wire *Color - must be white *Playtex brand or equivalent	32 A,B,C,D		17.67/ DZ		18.39/ DZ
		34 A,B,C,D		17.67/DZ		18.39/ DZ
		36 A,B,C,D		17.67/ DZ		18.39/ DZ
		38 A,B,C,D		17.67/ DZ		18.39/ DZ
		40 A,B,C,D		17.67/ DZ		18.39/ DZ
		42 A,B,C,D		17.67/ DZ		18.39/ DZ
		44 A,B,C,D		17.67/ DZ		18.39/ DZ



# 2018-0309-CORR/MAM Inmate Clothing, Hygiene, Linen Mattresses Bid Recap

## EXHIBIT A

5	SOCKS - Unisex *50% Cotton/50% Polyester blend *All white tube sock *Fruit of the Loom or equivalent	Shoe size 9 1/2 -11	4.72/ DZ	4.31/ DZ
6	GYM SHORTS - Unisex *50% Cotton/50% Polyester blend *Mid-thigh length *Must be pull up with elastic waist (no strings)	S M L XL 2XL 3XL	3.49 EA 3.49 EA 3.49 EA 3.49 EA 3.87 EA 3.87 EA	4.25 EA 4.25 EA 4.25 EA 4.25 EA 4.25 EA 4.25 EA
7	SWEAT PANTS - Unisex *50% Cotton/50% Polyester blend *Must be pull up with elastic waist (no strings) *Color: Grey	S M L XL 2XL 3XL		4.82 EA 4.82 EA 4.82 EA 4.82 EA 4.82 EA 4.82 EA
8	SWEAT SHIRT - Unisex *50% Cotton/50% Polyester blend *Must be pull over *Must be crew neck *Color: Grey	S M L XL 2XL 3XL		5.80 EA 5.80 EA 5.80 EA 5.80 EA 5.80 EA 5.80 EA
9	COVERALL *Fabric to be perma-press *65% Polyester/35% Cotton twill *Short sleeve, full cut, double stitched, reinforced at points of strain *Fly front closure to conceal heavy duty snaps (grippers not acceptable) *One pocket only over left breast, no opening in side seams	S M L XL 2XL 3XL 4XL 5XL 6XL 7XL 8XL 9XL 10XL		11.49 EA 11.49 EA 11.49 EA 11.49 EA 12.49 EA 12.49 EA 12.49 EA 12.49 EA 14.49 EA 14.45 EA 14.45 EA 14.45 EA
	INMATE JACKET - WINTER *100% Cotton *Blanket lined *Acrylic/Polyester Denim	38/40 42/44 46/48 50/52		18.91 EA 18.91 EA 18.91 EA 18.91 EA

# 2018-0309-CORR/MAM Inmate Clothing, Hygiene, Linen Mattresses Bid Recap

## EXHIBIT A

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

# 2018-0309-CORR/MAM Inmate Clothing, Hygiene, Linen Mattresses Bid Recap

## EXHIBIT A

14	to prevent slipping	15-15.5	17.30/ PAIR		19.09/ PAIR
		16-16.5	17.30/ PAIR		19.09/ PAIR
15	KITCHEN BOOTS *100% Waterproof *Seamless molded construction *Anti-Skid *Outsole and heel with reinforced construction at critical stress points *Foot form contour insole	4			14.74/ PAIR
		5			14.74/ PAIR
		6			14.74/ PAIR
		7			14.74/ PAIR
		8			14.74/ PAIR
		9			14.74/ PAIR
		10			14.74/ PAIR
		11			14.74/ PAIR
		12			14.74/ PAIR
		13			14.74/ PAIR
16	SHAMPOO - 2 oz. *Clear formula *Clear bottle *Plastic container *Specify how units are packaged _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____				19.39/ CASE (96 PER CASE)
17	FACE/BODY BAR SOAP *1.5 oz unwrapped *Specify how units are packaged _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____				28.25/CASE (144 PER CASE)
18	RAZOR *Anti-Shank - break away when tampered with *Specify how units are packaged _____ (i.e. box, package, dozen, case, bundle)				44.49/ CASE (500 PER CASE)
19	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 PER CASE)

# 2018-0309-CORR/MAM Inmate Clothing, Hygiene, Linen Mattresses Bid Recap

## EXHIBIT A

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



2018-0309-CORR/MAM Inmate Clothing, Hygiene, Linen Mattresses Bid Recap

EXHIBIT A

24	<p>HAIRBRUSH</p> <p>*7 3/4"</p> <p>*Vented, plastic bristles</p> <p>*Specify how units are packaged _____</p> <p>(i.e. box, package, dozen, case, bundle)</p> <p>*Specify # of units per package _____</p>				3.92/ CASE (12 PER CASE)
25	<p>Wash Cloths</p> <p>*100% Cotton</p> <p>* 12" x 12"</p> <p>*Flame Retardant</p> <p>*Securely stitched hem</p> <p>*Specify how units are packaged _____</p> <p>(i.e. box, package, dozen, case, bundle)</p> <p>*Specify # of units per package _____</p>			1.87/ DZ	1.59/ DOZEN
26	<p>TOWELS</p> <p>*100% Cotton</p> <p>*Bath Towel - 22" x 24"</p> <p>*Flame Retardant</p> <p>*Securely stitched hem</p> <p>*Specify how units are packaged _____</p> <p>(i.e. box, package, dozen, case, bundle)</p> <p>*Specify # of units per package _____</p>			<p>11.77/DZ=22x44</p> <p>15.84/DZ=24x48</p>	11.59/ DOZEN

# 2018-0309-CORR/MAM Inmate Clothing, Hygiene, Linen Mattresses Bid Recap

## EXHIBIT A

27	<p>SHEETS</p> <ul style="list-style-type: none"> <li>*50% Polyester/50% cotton</li> <li>*54" x 90"</li> <li>*180 thread count</li> <li>*No iron</li> <li>*Securely stitched hem</li> <li>*Flame retardant</li> <li>*Color: White</li> <li>*Specify how units are packaged _____</li> <li>(i.e. box, package, dozen, case, bundle)</li> <li>*Specify # of units per package _____</li> </ul>		33.98/ DOZEN
28	<p>PILLOW CASES</p> <ul style="list-style-type: none"> <li>*50% Polyester/50% cotton</li> <li>*42" x 36"</li> <li>*180 thread count</li> <li>*No iron</li> <li>*Securely stitched hem</li> <li>*Flame retardant</li> <li>*Color: White</li> <li>*Specify how units are packaged _____</li> <li>(i.e. box, package, dozen, case, bundle)</li> <li>*Specify # of units per package _____</li> </ul>		10.79/ DOZEN
29	<p>BLANKET</p> <ul style="list-style-type: none"> <li>*40% Wool/60% Synthetic Fiber</li> <li>*54" x 84"</li> <li>*Whipstitched ends</li> <li>*Flame retardant</li> <li>*Color: Dark Grey</li> <li>*Specify how units are packaged _____</li> <li>(i.e. box, package, dozen, case, bundle)</li> <li>*Specify # of units per package _____</li> </ul>		93.15/ CASE (24 PER CASE)

# 2018-0309-CORR/MAM Inmate Clothing, Hygiene, Linen Mattresses Bid Recap

## EXHIBIT A

30	<p>PILLOWS</p> <p>*20" x 26"</p> <p>*Flame resistant</p> <p>*Micro-Guard Cover to kill bacteria and prevent from spreading</p> <p>*Antimicrobial polyester fiberfill *Easy to clean with soap and water</p>			6.2
31	<p>DERBY MATTRESS OR EQUIVALENT</p> <p>*Description: Envelope style, 100% sealed seam, Dartex fabric cover that is warranted to not crack for up to 5 years; fluid resistant breathable vent. Flame retardant mattress suitable for continuous use in correctional environments.</p>			74.51
32	<p>MATTRESS MENDING PATCHES</p> <p>*Clear, Water resistant tear patch *3" x 6"</p> <p>*Specify how units are packaged _____ (i.e. box, package, dozen, case, bundle)</p> <p>*Specify # of units per package _____</p>			2.42 EA



2018-0309-CORR/MAM Inmate Clothing, Hygiene, Linen Mattresses Bid Recap

EXHIBIT A

33	<p>LAUNDRY BAGS</p> <p>*24" W x 36"</p> <p>*White</p> <p>*100% Polyester Mesh</p> <p>*Weight: 4.4 oz per sq. yard</p> <p>* Thickness: 0.040"</p> <p>*High quality, heavy duty cotton wrapped polyester thread</p> <p>*High quality polyester will not break down quickly from detergents or shrivel up</p> <p>* NO Tie Cord</p>		26.04/ DOZEN
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**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.")

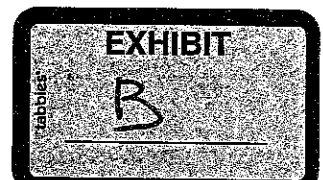
**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**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.
  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 or rejection within the time specified in Paragraph 2 above, the services or deliverables will be deemed to have been accepted.
  - C. **Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
  - D. **Payment.** County shall pay Contractor on an invoice received from Contractor within thirty (30) days from the date the County approves the invoice.
  - E. **Taxes.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item on each invoice. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's 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. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.
- C. Worker's Compensation Insurance. The Contractor shall comply with the provisions of the Worker's Compensation Act.
- D. Increased Limits. If, during the life of this Price Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.
- 20. APPLICABLE LAW.** This Price Agreement shall be governed by the laws of the State of New Mexico.
- 21. CHOICE OF LAW.** This Price Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.
- 22. INVALID TERM OR CONDITION/SEVERABILITY.** The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.
- 23. ENFORCEMENT OF AGREEMENT.** A party's failure to require strict performance of any provision of this Price Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by party or any of its rights under this Price Agreement shall be effective unless express and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.
- 24. SURVIVAL.** The Provisions of the following listed paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.
- 25. NOTICES.** Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand

delivery or three (3) business days after being mailed.

**To the County:**

Santa Fe County  
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:**



\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

Approved as to form:

\_\_\_\_\_  
*R. Bruce Frederick*

R. Bruce Frederick  
Santa Fe County Attorney

\_\_\_\_\_  
*8-27-18*  
Date

Finance Department:

\_\_\_\_\_  
*Stephanie S. Clarke*

Stephanie S. Clarke  
Finance Director

\_\_\_\_\_  
*8/28/18*  
Date

**CONTRACTOR - BOB BARKER COMPANY, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name and title



# 2018-0309-CORR/MAM Inmate Clothing, Hygiene, Linen Mattresses Bid Recap

## EXHIBIT A

Item	Item and Description		Shoe Corporation of Birmingham	Victory Supply		Bob Barker Company Inc.
			Price per Item	Price per Item	Price per Item	Price per Item
1	T-SHIRTS - Unisex *50% Cotton/50% Polyester *Must be crewneck *Color - must be white *Short Sleeve * Fruit of the Loom or	S		21.44 W/24.11 C		1.97 EA
		M		21.44 W/24.11 C		1.97 EA
		L		21.44 W/24.11 C		1.97 EA
		XL		21.44 W/24.11 C		1.97 EA
		2XL		28.12 W/38.11 C		3.65 EA
		3XL		28.12 W/38.11 C		4.65 EA
2	MEN'S BOXERS *50% Cotton/50% Polyester *Color - must be white *Fruit of the Loom or equivalent	S		10.97/ DZ		11.15/ DZ
		M		10.97/ DZ		11.15/DZ
		L		11.44/ DZ		11.15/DZ
		XL		11.44/ DZ		11.15/DZ
		2XL		11.94/ DZ		11.15/DZ
		3XL		14.44/ DZ		11.15/DZ
3	WOMEN'S PANTIES *100% Cotton blend *Color - must be white *Hanes brand or equivalent	5		5.66/ DZ		6.05/ DZ
		6		5.66/ DZ		6.05/ DZ
		7		5.66/ DZ		6.05/ DZ
		8		5.66/ DZ		6.05/ DZ
		9		6.87/ DZ		7.20/ DZ
		10		6.87/ DZ		7.20/ DZ
		12		6.87/ DZ		7.20/ DZ
		14		6.87/ DZ		7.20/ DZ
4	BRAS *50% Cotton/50% Polyester blend *Must be pull over, without snaps, hook and eyes and no under wire *Color - must be white *Playtex brand or equivalent	32 A,B,C,D		17.67/ DZ		18.39/ DZ
		34 A,B,C,D		17.67/DZ		18.39/ DZ
		36 A,B,C,D		17.67/ DZ		18.39/ DZ
		38 A,B,C,D		17.67/ DZ		18.39/ DZ
		40 A,B,C,D		17.67/ DZ		18.39/ DZ
		42 A,B,C,D		17.67/ DZ		18.39/ DZ
		44 A,B,C,D		17.67/ DZ		18.39/ DZ

**2018-0309-CORR/MAM Inmate Clothing, Hygiene, Linen Mattresses Bid Recap**  
**EXHIBIT A**

5	<b>SOCKS - Unisex</b> *50% Cotton/50% Polyester blend *All white tube sock *Fruit of the Loom or equivalent	Shoe size 9 1/2 -11	4.72/ DZ	4.31/ DZ
6	<b>GYM SHORTS - Unisex</b> *50% Cotton/50% Polyester blend *Mid-thigh length *Must be pull up with elastic waist (no strings)	S M L XL 2XL 3XL	3.49 EA 3.49 EA 3.49 EA 3.49 EA 3.87 EA 3.87 EA	4.25 EA 4.25 EA 4.25 EA 4.25 EA 4.25 EA 4.25 EA
7	<b>SWEAT PANTS - Unisex</b> *50% Cotton/50% Polyester blend *Must be pull up with elastic waist (no strings) *Color: Grey	S M L XL 2XL 3XL		4.82 EA 4.82 EA 4.82 EA 4.82 EA 4.82 EA 4.82 EA
8	<b>SWEAT SHIRT - Unisex</b> *50% Cotton/50% Polyester blend *Must be pull over *Must be crew neck *Color: Grey	S M L XL 2XL 3XL		5.80 EA 5.80 EA 5.80 EA 5.80 EA 5.80 EA 5.80 EA
9	<b>COVERALL</b> *Fabric to be perma-press *65% Polyester/35% Cotton twill *Short sleeve, full cut, double stitched, reinforced at points of strain *Fly front closure to conceal heavy duty snaps (grippers not acceptable) *One pocket only over left breast, no opening in side seams	S M L XL 2XL 3XL 4XL 5XL 6XL 7XL 8XL 9XL 10XL		11.49 EA 11.49 EA 11.49 EA 11.49 EA 12.49 EA 12.49 EA 12.49 EA 12.49 EA 14.49 EA 14.45 EA 14.45 EA 14.45 EA 14.45 EA
	<b>INMATE JACKET - WINTER</b> *100% Cotton *Blanket lined *Acrylic/Polyester Denim	38/40 42/44 46/48 50/52		18.91 EA 18.91 EA 18.91 EA 18.91 EA