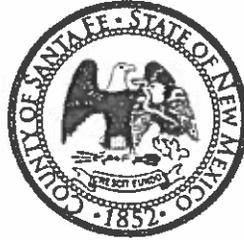


Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *October 26, 2016*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Procurement Manager, CPO*

VIA: *Katherine Miller, County Manager*
Jeffery Trujillo, ASD Director

ITEM AND ISSUE: BCC Meeting November 8, 2016

Request Approval of Amendment No. 2 to Price Agreements No. 2015-0073-A-ASD/PL with Matthews Office Supply, Agreement No. 2015-0073-B-ASD/PL with Midway Office Supply, and Agreement No. 2015-0073-C-ASD/PL with School Specialty Office Supply for Office Supplies for all County Departments and grant signature authority to the County Manager to sign the purchase orders. (Bill Taylor, Purchasing Division)

SUMMARY:

The Purchasing Division is requesting BCC approval of Amendment No. 2 to Price Agreement No's. 2015-0073-A-ASD/PL with Matthews Office Supply, Agreement No. 2015-0073-B-ASD/PL with Midway Office Supply, and Agreement No. 2015-0073-C-ASD/PL with School Specialty Office Supply for Office Supplies for all County Departments.

BACKGROUND:

In October, 2014, Santa Fe County entered into firm fixed Price Agreements No. 2015-0073-A-ASD/PL with Matthews Office Supply, Agreement No. 2015-0073-B-ASD/PL with Midway Office Supply, and Agreement No. 2015-0073-C-ASD/PL with School Specialty Office Supply for Office Supplies for an initial term of 1 year. Amendment No. 1 to these agreements extended the term an additional year. The contract was originally signed by the County Manager because the total amount expended for this contract by Santa Fe County Departments was below her signature authority. The Purchasing Department would like to exercise the option to renew the contract for an additional one year term, however the total contract amount that may be expended, including this Amendment No. 2, may exceed the County Managers signature authority.

Therefore, the Purchasing Department requests approval from the BCC for Amendment No. 2 to Price Agreement No. 2015-0073-A-ASD/PL with Matthews Office Supply, Agreement No. 2015-0073-B-ASD/PL with Midway Office Supply, and Agreement No. 2015-0073-C-ASD/PL with School Specialty Office Supply to extend these price agreements an additional year.

ACTION REQUESTED:

The Purchasing Division is requesting BCC approval of Amendment No. 2 to Price Agreement No.'s 2015-0073-A-ASD/PL with Matthews Office Supply, Agreement No. 2015-0073-B-ASD/PL with Midway Office Supply, and Agreement No. 2015-0073-C-ASD/PL with School Specialty Office Supply for Office Supplies and grant signature authority to the County Manager to sign the purchase orders.

**AMENDMENT NO. 2
TO PRICE AGREEMENT WITH MATTHEWS OFFICE SUPPLY
FOR OFFICE SUPPLIES**

This Amendment is made and entered into as of this _____ day of _____, 2016 by and between **Santa Fe County**, hereinafter referred to as the "County" and **Matthews Office Supply**, whose principal place of business is located at 1526 Pacheco Street, Santa Fe, N.M 87505, hereinafter referred to as the "Contractor."

WHEREAS, pursuant to NMSA 1978, Sections 13-1-102 through 13-1-108, competitive, sealed bids were solicited through a formal Invitation for Bid (IFB No.2015-0073-ASD/PL), to provide office supplies for the County; and

WHEREAS, the County and Contractor entered into Agreement No. 2015-0073-A-ASD/PL on October 15, 2014 (the Agreement) for a term of one year; and

WHEREAS, by Amendment No. 1 the term of the Agreement was extended from October 15, 2015 to October 15, 2016; and.

WHEREAS, according to Section 7 (Amendment) of the Agreement, the Agreement may be amended by mutual agreement of the County and the Contractor. Any such amendment shall be in writing and signed by the parties; and

WHEREAS, according to Section 4 (Term) of ^{the} Agreement the County has the option to extend the term of the Agreement; and

WHEREAS, by this Amendment No. 2 the parties agree to extend the term of the Agreement from October 15, to October 15, 2017.

NOW, THEREFORE, the parties agree as follows:

1. Article 4 (Term of this Agreement) a new subparagraph "b" is inserted to read as follows:
 - b. By Amendment No. 2, the term of this Agreement is extended to October 15, 2017 on the same terms and conditions as stated herein. The effective date for purposes of payment for office supplies that may have been purchased by Using Departments is October 15, 2016.
2. All other provisions of the Agreement No. 2015-0073-A-ASD/PL not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 2 to Agreement 2015-0073-A-ASD/PL as of the date first written above.



SANTA FE COUNTY:

Miguel M. Chavez, Chair
Santa Fe County Board of County Commissioners

Date

ATTESTATION:

Geraldine Salazar,
Santa Fe County Clerk

Date

Approved as to form:

Gregory S. Shaffer
Gregory S. Shaffer
Santa Fe County Attorney

10-27-16
Date

Finance Department Approval:

Don D. Moya
Santa Fe County Finance Director

Date

CONTRACTOR:

Date

By: _____
(Print Name)

Its: _____
(Print Title)

**SANTA FE COUNTY AMENDMENT NO. 1
TO PRICE AGREEMENT WITH MATTHEWS OFFICE SUPPLY
FOR OFFICE SUPPLIES**

This Amendment is made and entered into as of this 15th day of October, 2015 by and between Santa Fe County, hereinafter referred to as "the County" and Matthews Office Supply, whose principal place of business is located at 1526 Pacheco Street, Santa Fe, N.M. 87505, hereinafter referred to as the "Contractor"

WHEREAS, pursuant to NMSA 1978, Sections 13-1-102 through 13-1-108, competitive, sealed bids were solicited through a formal Invitation for Bid, IFB #2015-0073-ASD/PL, to provide office supplies for the County; and

WHEREAS, the County and Contractor entered into Agreement No. 2015-0073-A-ASD PL on October 15, 2014 (the Agreement) for a term of one year; and

WHEREAS, According to Section 7, (Amendment) of the Agreement, the Agreement may be amended by mutual agreement of the County and the Contractor. Any such amendment shall be in writing and signed by the parties; and

WHEREAS, According to Section 4, (Term) of ^{the} Agreement the County has the option to renew the term of the Agreement for one year; and

WHEREAS, by this Amendment No. 1 the parties agree to extend the term of the Agreement from October 15, 2015 to October 15, 2016.

NOW, THEREFORE, the parties agree as follows:

1. Article 3. "TERM OF THIS AGREEMENT" a new subparagraph "4.a" is inserted to read as follows:
 - a. By Amendment No. 1, the term of this Agreement is extended for one year from October 15, 2015 to October 15, 2016 on the same terms and conditions as stated herein.
2. All other provisions of the Agreement No. 2015-0073-A-ASD.PL not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 1 to Agreement 2015-0073-A-ASD PL as of the date first written above.

*ROD
10/15/15*

SANTA FE COUNTY:



for Katherine Miller
Santa Fe County Manager

10-9-15
Date

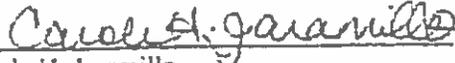
APPROVED AS TO FORM



Gregory S. Shaffer
Santa Fe County Attorney

10/6/15
Date

FINANCE DEPARTMENT APPROVAL



Carole H. Jaramillo
Santa Fe County Finance Director

10/7/15
Date

CONTRACTOR:



Todd Sandoval, President

10/15/15
Date

**SANTA FE COUNTY
PRICE AGREEMENT WITH MATHEWS OFFICE SUPPLY
FOR OFFICE SUPPLIES**

THIS AGREEMENT is made and entered into this 15th day of October 2014, by and between Santa Fe County, hereinafter referred to as the "County" and Mathews Office Supply, whose principal place of business is located at 1526 Pacheco Street, Santa Fe, N.M. 87505, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

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

2. GOODS TO BE PROVIDED

- A. **Purchase.** Attachment A of this Price Agreement is the prices for the Contractor's office supplies and deliverables. Attachment A also indicates any specifications required for the items that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items listed on Attachment A. Any item ordered by the County must be an item described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement #2015-0073-A-ASD/PL.
- 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 Attachment 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. Quantities of items may vary and the Contractor is required to accept the Purchase Order and furnish the item(s).
- D. **Specifications.** The items furnished under this Price Agreement shall meet or exceed the specifications provided in the Information for Bidders, IFB# 2015-0073-ASD/PL including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement item(s) and price(s).
- E. **Delivery and Billing Instructions.**
 - 1. The Contractor shall deliver the items in accordance with the County's instructions. The Contractor shall also deliver, with the

- items ordered, an invoice listing the order number and the Price Agreement number.
 2. Whenever, the Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.
 3. The Department will inform the Contractor within five (5) business days that a deliverable is unacceptable by the Department.
 4. Prices listed in Attachment A, for each item, shall be the fixed prices for the items.
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 items and deliverables meet specifications and will accept the items or deliverables if they meet specifications. No payment shall be made for any item until the item has been accepted in writing by the Using Department. Unless otherwise agreed upon, between the Department and the Contractor within five (5) business days from the delivery and receipt of items or deliverables, the Using Department shall issue a written certification of complete or partial acceptance or rejection of any item or deliverable. Unless the Using Department gives notice of partial acceptance or rejection within the time specified in Paragraph 2 above, the item or deliverables will be deemed to have been accepted.
 - C. **Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
 - D. **Payment.** County shall pay Contractor on an invoice received from Contractor within thirty (30) days from the date the County approves the invoice.
 - E. **Taxes.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item on each invoice. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and county tax identification number(s). If the Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor written evidence of such exemption(s).
4. **TERM OF THIS AGREEMENT.** This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement shall be one (1) year from the Effective Date. The County reserves the option to renew the Agreement for three (3) additional years for a total contract term not to exceed four (4) years.
5. **CANCELLATION.**
- A. The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the items 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.**

- A. 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.
- B. Contractor shall comply with the requirements of *Santa Fe County Ordinance 2014-1 Establishing a Living Wage.*

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: Katherine Miller
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276

To the Contractor:

Mathews Office Supply
Attn: Adam W. Chaney
1526 Pacheco Street
Santa Fe, NM 87505

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

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

SANTA FE COUNTY

Katherine Miller
Katherine Miller
Santa Fe County Manager

10-15-14
Date

APPROVED AS TO FORM

Gregory S. Shaffer
Gregory S. Shaffer
Santa Fe County Attorney

10/8/14
Date

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez
Teresa C. Martinez, Director
Santa Fe County Finance Department

10/13/14
Date

CONTRACTOR

Signature

Date

Print Name

Print Title

FEDERAL TAX I.D. NUMBER: _____

SANTA FE COUNTY

Katherine Miller
Santa Fe County Manager

Date

APPROVED AS TO FORM

Gregory S. Shaffer
Gregory S. Shaffer
Santa Fe County Attorney

12/8/14
Date

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez, Director
Santa Fe County Finance Department

Date

CONTRACTOR

Adam W. Chanoy
Signature

10/8/14
Date

Adam W. Chanoy
Print Name

General Manager
Print Title

FEDERAL TAX I.D. NUMBER: 420402057



ATTACHMENT A

Discount Rate Sheet Office Supplies



Matthews
Office
Supply

A SANDIA OFFICE SUPPLY COMPANY
spend less | expect more

Albums & Frames	30%
Reference Products	30%
Reference Products	60%
Breakroom	20%
Breakroom	10%
Business Bags & Cases	20%
Business Books & Records	30%
Business Books & Records	50%
Computer Accessories	20%
Computer Accessories	15%
Desk Accessories	20%
Desk Accessories	10%
Drafting & Engineering	20%
Healthcare	20%

Filing Supplies	30%
Filing Supplies	40%
Janitorial Supplies	25%
Janitorial Supplies	35%
Mailing Supplies	30%
Mailing Supplies	50%
Meeting & Presentation	20%
Meeting & Presentation	40%
Notebook & Pads	30%
Notebook & Pads	60%
Office Equip. & Machines	20%
Office Equip. & Machines	40%
Office Mach. Consumables	20%
HP Mach. Consumables	25%

Office Mach. Consumables	50%
Office Furniture	40%
Office Furniture	40%
Office Storage	30%
Office Storage	60%
Paper	50%
SOS Stock Paper	80%
School Supplies	30%
Office Supply Consumables	62%
Office Supply Consumables	62%
Tape & Adhesives	30%
Tape & Adhesives	50%
Writing Instruments	30%
Writing Instruments	60%

	Indicates Proprietary "Generic", Preferred, and SOS stocked items
--	---

ATTACHMENT A

SPECIFICATIONS

The vendor shall provide its catalogue with a separate listing of each category from its catalogue that includes discount rate for those categories. The vendor shall also provide to the Purchasing Division its complete list of office supplies in order to verify discount prices for all office supplies ordered from County departments.

If there are larger items from the catalogue such as office furniture, office equipment, business electronics that do not include a discount, those items must also be listed with the notation "no discount" included on the price list.

Prices shall remain firm and fixed for the initial one-year term of the contract. The vendor shall state how rate increases will be determined at each renewal period (ie. a fixed percent, tied to a specific economic factor, no price increase proposed, etc.).

Office supplies to be purchased include pencils, pens, erasers, markers, highlighters, tape, paper clips, writing pads, file folders, hanging file folders, files, binders, binder clips, notebooks, envelopes, printer supplies, copy paper, sticky notes, tape, tape dispensers, stamps, index cards, calendars, wall planners, toners, batteries, scissors, staplers, mouse pads, push pins, address labels, file folder labels, dry erase boards, dry erase cleaners, etc.

Office supplies will be billed at the discount offered in the catalogue price list. Cost for office supplies will be itemized separately on each invoice and will indicate list price less discount offered.

Under the terms and conditions of the Price Agreement all Santa Fe County departments may issue orders for items described on the catalogue price list. The terms and conditions of the Price Agreement shall form a part of each order issued. All orders issued will bear both an order number and the Price Agreement number.

Vendor shall furnish the County with copies of the price list(s) and catalogues at no additional cost.

Vendor shall provide on-line access to County for the placement of orders.

Prices quoted represent the total compensation to be paid by the County for office supplies provided. The vendor providing said supplies to the County is responsible for payment of all costs of labor, equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to provide the office supplies. The prices quoted will include the amount sufficient to cover such costs.

It is understood that no guarantee or warranty is made or implied by either the Santa Fe County Purchasing Division or County departments that any order for any definite quantity will be

issued under the Price Agreement. The vendor is required to accept the order and furnish the items in accordance with the articles contained hereunder for the quantity of each order issued. Santa Fe County reserves the right to make purchases from other vendors should it be on an emergency basis or should there be a substantial price difference favorable to Santa Fe County.

Warranty

Vendor shall warrant that all materials utilized in the performance of the Price Agreement shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free of from all defects in material, workmanship and title.

All supplies shall carry the manufacturer's standard warranty. All other standard business practices shall be extended to the County.

Shipping and Billing Instructions

Vendor shall ship in accordance with the instructions of on the purchase order. Shipment shall be made only against specific orders which the procuring department may place with the vendor during the term of the Price Agreement. The vendor shall enclose a packing list with each shipment listing the order number, price agreement number and the part number for each item.

The vendor shall ship all products F.O.B. destination. Except for loss or damage directly attributable to the negligence of a procuring department, the vendor shall bear all risk of loss or damage until products have been accepted by the procuring department. Destination charges are included in the product price on the price sheet. The vendor may impose shipping and handling charges for enhanced delivery services (overnight courier service, second-day courier service or delivery-by-messenger service). Such enhanced delivery charges shall be pre-paid by the vendor and billed as separate item at actual cost. The vendor shall advise the procuring department of any enhanced delivery charges prior to the acceptance of the purchase order.

Whenever a procuring department does not accept any product and returns it to the vendor, all related documentation furnished by the vendor shall be returned also. The department will inform the Vendor within five business days that a deliverable is unacceptable by the department.

The vendor shall bear all risk of loss or damage with respect to the returned products except for loss or damage directly attributable to the negligence of the department.

Unless otherwise agreed upon by the department, the vendor is responsible for the pick-up of the returned items.

Packing

The County's purchase order number and the vendor's name, department's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other

correspondence in connection with the shipments. The department's count will be accepted by the vendor as final and conclusive on all shipment not accompanied by a packing ticket.

Inventory

Vendor must have the experience, qualifications, stock and facilities to handle this type of contract. Inventory must include a substantial stock of office supplies likely to be purchased by Santa Fe County.

**AMENDMENT NO. 2
TO PRICE AGREEMENT WITH MIDWAY OFFICE SUPPLY
FOR OFFICE SUPPLIES**

This Amendment is made and entered into as of this _____ day of _____, 2016 by and between **Santa Fe County**, hereinafter referred to as "the County" and **Midway Office Supply**, whose principal place of business is located at 5900 Midway Park Blvd. NE, Albuquerque, N.M 87109, hereinafter referred to as the "Contractor"

WHEREAS, pursuant to NMSA 1978, Sections 13-1-102 through 13-1-108, competitive, sealed bids were solicited through a formal Invitation for Bid (IFB No.2015-0073-ASD/PL), to provide office supplies for the County; and

WHEREAS, the County and Contractor entered into Agreement No. 2015-0073-B-ASD/PL on October 15, 2014 (the Agreement) for a term of one year; and

WHEREAS, by Amendment No. 1 the term of the Agreement was extended from October 15, 2015 to October 15, 2016; and.

WHEREAS, according to Section 7 (Amendment) of the Agreement, the Agreement may be amended by mutual agreement of the County and the Contractor. Any such amendment shall be in writing and signed by the parties; and

WHEREAS, according to Section 4 (Term) of ^{the} Agreement the County has the option to extend the term of the Agreement; and

WHEREAS, by this Amendment No. 2 the parties agree to extend the term of the Agreement from October 15, to October 15, 2017.

NOW, THEREFORE, the parties agree as follows:

1. Article 4 (Term of this Agreement) a new subparagraph "b" is inserted to read as follows:
 - b. By Amendment No. 2, the term of this Agreement is extended to October 15, 2017 on the same terms and conditions as stated herein. The effective date for purposes of payment for office supplies that may have been purchased by Using Departments is October 15, 2016.
2. All other provisions of the Agreement No. 2015-0073-B-ASD/PL not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 2 to Agreement 2015-0073-B-ASD/PL as of the date first written above.



SANTA FE COUNTY:

Miguel M. Chavez, Chair
Santa Fe County Board of County Commissioners

Date _____

ATTESTATION:

Geraldine Salazar,
Santa Fe County Clerk

Date _____

Approved as to form:

Gregory S. Shaffer

Gregory S. Shaffer
Santa Fe County Attorney

10-27-14

Date

Finance Department Approval:

Don D. Moya
Santa Fe County Finance Director

Date _____

CONTRACTOR:

Date

By: _____
(Print Name)

Its: _____
(Print Title)

**SANTA FE COUNTY AMENDMENT NO. 1
TO PRICE AGREEMENT WITH MIDWAY OFFICE SUPPLY
FOR OFFICE SUPPLIES**

This Amendment is made and entered into as of this 15th day of October, 2015 by and between Santa Fe County, hereinafter referred to as "the County" and Midway Office Supply, whose principal place of business is located at 5900 Midway Park Blvd. NE, Albuquerque, N.M. 87109, hereinafter referred to as the "Contractor"

WHEREAS, pursuant to NMSA 1978, Sections 13-1-102 through 13-1-108, competitive, sealed bids were solicited through a formal Invitation for Bid, IFB #2015-0073-ASD/PL, to provide office supplies for the County; and

WHEREAS, the County and Contractor entered into Agreement No. 2015-0073-B-ASD/PL on October 15, 2014 (the Agreement) for a term of one year; and

WHEREAS, According to Section 7, (Amendment) of the Agreement, the Agreement may be amended by mutual agreement of the County and the Contractor. Any such amendment shall be in writing and signed by the parties; and

WHEREAS, According to Section 4, (Term) of Agreement the County has the option to renew the term of the Agreement for one year; and

WHEREAS, by this Amendment No. 1 the parties agree to extend the term of the Agreement from October 15, 2015 to October 15, 2016.

NOW, THEREFORE, the parties agree as follows:

1. Article 3. "TERM OF THIS AGREEMENT" a new subparagraph "4.a" is inserted to read as follows:
 - a. By Amendment No. 1, the term of this Agreement is extended for one year from October 15, 2015 to October 15, 2016 on the same terms and conditions as stated herein.
2. All other provisions of the Agreement No. 2015-0073-B-ASD PL not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 1 to Agreement 2015-0073-B-ASD PL as of the date first written above.

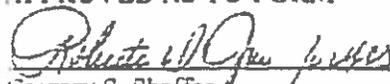
SANTA FE COUNTY:



Katherine Miller
Santa Fe County Manager

10.9.15
Date

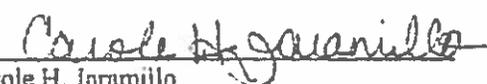
APPROVED AS TO FORM



Gregory S. Shaffer
Santa Fe County Attorney

10/2/15
Date

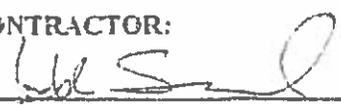
FINANCE DEPARTMENT APPROVAL



Carole H. Jaramillo
Santa Fe County Finance Director

10/7/15
Date

CONTRACTOR:



Todd Sandoval, President

10/15/15
Date

**SANTA FE COUNTY
PRICE AGREEMENT WITH MIDWAY OFFICE SUPPLY
FOR OFFICE SUPPLIES**

THIS AGREEMENT is made and entered into this 15th day of October 2014, by and between **Santa Fe County**, hereinafter referred to as the "County" and **Midway Office Supply**, whose principal place of business is located at 5900 Midway Park Blvd. NE, Albuquerque, N.M. 87109, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

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

2. GOODS TO BE PROVIDED

- A. **Purchase.** Attachment A of this Price Agreement is the prices for the Contractor's office supplies and deliverables. Attachment A also indicates any specifications required for the items that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items listed on Attachment A. Any item ordered by the County must be an item described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement #2015-0073-B-ASD/PL.
- 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 Attachment 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. Quantities of items may vary and the Contractor is required to accept the Purchase Order and furnish the item(s).
- D. **Specifications.** The items furnished under this Price Agreement shall meet or exceed the specifications provided in the Information for Bidders, IFB# 2015-0073-ASD/PL including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement item(s) and price(s).
- E. **Delivery and Billing Instructions.**
 - 1. The Contractor shall deliver the items in accordance with the County's instructions. The Contractor shall also deliver, with the

- items ordered, an invoice listing the order number and the Price Agreement number.
 2. Whenever, the Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.
 3. The Department will inform the Contractor within five (5) business days that a deliverable is unacceptable by the Department.
 4. Prices listed in Attachment A, for each item, shall be the fixed prices for the items.
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 items and deliverables meet specifications and will accept the items or deliverables if they meet specifications. No payment shall be made for any item until the item has been accepted in writing by the Using Department. Unless otherwise agreed upon, between the Department and the Contractor within five (5) business days from the delivery and receipt of items or deliverables, the Using Department shall issue a written certification of complete or partial acceptance or rejection of any item or deliverable. Unless the Using Department gives notice of partial acceptance or rejection within the time specified in Paragraph 2 above, the item or deliverables will be deemed to have been accepted.
 - C. **Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
 - D. **Payment.** County shall pay Contractor on an invoice received from Contractor within thirty (30) days from the date the County approves the invoice.
 - E. **Taxes.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item on each invoice. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and county tax identification number(s). If the Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor written evidence of such exemption(s).
4. **TERM OF THIS AGREEMENT.** This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement shall be one (1) year from the Effective Date. The County reserves the option to renew the Agreement for three (3) additional years for a total contract term of 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 items 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.**

A. 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.

B. Contractor shall comply with the requirements of *Santa Fe County Ordinance 2014-1 Establishing a Living Wage.*

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: Katherine Miller
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276

To the Contractor:

Midway Office Supply
Attn: Michael D. Sei
5900 Midway Park Blvd. NE
Albuquerque, NM 87109

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

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

SANTA FE COUNTY

Katherine Miller
Katherine Miller
Santa Fe County Manager

10.15.14
Date

APPROVED AS TO FORM

Gregory S. Shaffer
Gregory S. Shaffer
Santa Fe County Attorney

10/8/14
Date

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez
Teresa C. Martinez, Director
Santa Fe County Finance Department

10/12/14
Date

CONTRACTOR

Signature

Date

Print Name

Print Title

FEDERAL TAX I.D. NUMBER: _____

SANTA FE COUNTY

Katherine Miller
Santa Fe County Manager

Date

APPROVED AS TO FORM



Gregory S. Shaifer
Santa Fe County Attorney

10/1/14

Date

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez, Director
Santa Fe County Finance Department

Date

CONTRACTOR



Signature

10-10-14

Date

Michael D. Smith

Print Name

Contractor

Print Title

FEDERAL TAX ID NUMBER: 55-2208996

ATTACHMENT A
MIDWAY OFFICE SUPPLY
DISCOUNT OFF MANUFACTURER LIST PRICE
BY PRODUCT CATEGORY

	Discount
Office Supplies	28%
Copy Paper	35%
Technology Products	20%
Imaging Supplies	15%
Furniture Products	No Bid
Facility Maintenance	33%
Breakroom Supplies	25%

ATTACHMENT A

SPECIFICATIONS

The vendor shall provide its catalogue with a separate listing of each category from its catalogue that includes discount rate for those categories. The vendor shall also provide to the Purchasing Division its complete list of office supplies in order to verify discount prices for all office supplies ordered from County departments.

If there are larger items from the catalogue such as office furniture, office equipment, business electronics that do not include a discount, those items must also be listed with the notation "no discount" included on the price list.

Prices shall remain firm and fixed for the initial one-year term of the contract. The vendor shall state how rate increases will be determined at each renewal period (ie. a fixed percent, tied to a specific economic factor, no price increase proposed, etc.).

Office supplies to be purchased include pencils, pens, erasers, markers, highlighters, tape, paper clips, writing pads, file folders, hanging file folders, files, binders, binder clips, notebooks, envelopes, printer supplies, copy paper, sticky notes, tape, tape dispensers, stamps, index cards, calendars, wall planners, toners, batteries, scissors, staplers, mouse pads, push pins, address labels, file folder labels, dry erase boards, dry erase cleaners, etc.

Office supplies will be billed at the discount offered in the catalogue price list. Cost for office supplies will be itemized separately on each invoice and will indicate list price less discount offered.

Under the terms and conditions of the Price Agreement all Santa Fe County departments may issue orders for items described on the catalogue price list. The terms and conditions of the Price Agreement shall form a part of each order issued. All orders issued will bear both an order number and the Price Agreement number.

Vendor shall furnish the County with copies of the price list(s) and catalogues at no additional cost.

Vendor shall provide on-line access to County for the placement of orders.

Prices quoted represent the total compensation to be paid by the County for office supplies provided. The vendor providing said supplies to the County is responsible for payment of all costs of labor, equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to provide the office supplies. The prices quoted will include the amount sufficient to cover such costs.

It is understood that no guarantee or warranty is made or implied by either the Santa Fe County Purchasing Division or County departments that any order for any definite quantity will be

issued under the Price Agreement. The vendor is required to accept the order and furnish the items in accordance with the articles contained hereunder for the quantity of each order issued. Santa Fe County reserves the right to make purchases from other vendors should it be on an emergency basis or should there be a substantial price difference favorable to Santa Fe County.

Warranty

Vendor shall warrant that all materials utilized in the performance of the Price Agreement shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free of from all defects in material, workmanship and title.

All supplies shall carry the manufacturer's standard warranty. All other standard business practices shall be extended to the County.

Shipping and Billing Instructions

Vendor shall ship in accordance with the instructions of on the purchase order. Shipment shall be made only against specific orders which the procuring department may place with the vendor during the term of the Price Agreement. The vendor shall enclose a packing list with each shipment listing the order number, price agreement number and the part number for each item.

The vendor shall ship all products F.O.B. destination. Except for loss or damage directly attributable to the negligence of a procuring department, the vendor shall bear all risk of loss or damage until products have been accepted by the procuring department. Destination charges are included in the product price on the price sheet. The vendor may impose shipping and handling charges for enhanced delivery services (overnight courier service, second-day courier service or delivery-by-messenger service). Such enhanced delivery charges shall be pre-paid by the vendor and billed as separate item at actual cost. The vendor shall advise the procuring department of any enhanced delivery charges prior to the acceptance of the purchase order.

Whenever a procuring department does not accept any product and returns it to the vendor, all related documentation furnished by the vendor shall be returned also. The department will inform the Vendor within five business days that a deliverable is unacceptable by the department.

The vendor shall bear all risk of loss or damage with respect to the returned products except for loss or damage directly attributable to the negligence of the department.

Unless otherwise agreed upon by the department, the vendor is responsible for the pick-up of the returned items.

Packing

The County's purchase order number and the vendor's name, department's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other

correspondence in connection with the shipments. The department's count will be accepted by the vendor as final and conclusive on all shipment not accompanied by a packing ticket.

Inventory

Vendor must have the experience, qualifications, stock and facilities to handle this type of contract. Inventory must include a substantial stock of office supplies likely to be purchased by Santa Fe County.

**AMENDMENT NO. 2
TO PRICE AGREEMENT WITH SCHOOL SPECIALTY
FOR OFFICE SUPPLIES**

This Amendment is made and entered into as of this _____ day of _____, 2016 by and between **Santa Fe County**, hereinafter referred to as "the County" and **School Specialty**, whose principal place of business is located at W6316 Design Drive, Greenville, Wisconsin, 54942 hereinafter referred to as the "Contractor"

WHEREAS, pursuant to NMSA 1978, Sections 13-1-102 through 13-1-108, competitive, sealed bids were solicited through a formal Invitation for Bid (IFB No.2015-0073-ASD/PL), to provide office supplies for the County; and

WHEREAS, the County and Contractor entered into Agreement No. 2015-0073-C-ASD/PL on October 15, 2014 (the Agreement) for a term of one year; and

WHEREAS, by Amendment No. 1 the term of the Agreement was extended from October 15, 2015 to October 15, 2016; and.

WHEREAS, according to Section 7 (Amendment) of the Agreement, the Agreement may be amended by mutual agreement of the County and the Contractor. Any such amendment shall be in writing and signed by the parties; and

WHEREAS, according to Section 4 (Term) of ^{the} Agreement the County has the option to extend the term of the Agreement; and

WHEREAS, by this Amendment No. 2 the parties agree to extend the term of the Agreement from October 15, to October 15, 2017.

NOW, THEREFORE, the parties agree as follows:

1. Article 4 (Term of this Agreement) a new subparagraph "b" is inserted to read as follows:
 - b. By Amendment No. 2, the term of this Agreement is extended to October 15, 2017 on the same terms and conditions as stated herein. The effective date for purposes of payment for office supplies that may have been purchased by Using Departments is October 15, 2016.
2. All other provisions of the Agreement No. 2015-0073-C-ASD/PL not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 2 to Agreement 2015-0073-C-ASD/PL as of the date first written above.



SANTA FE COUNTY:

Miguel M. Chavez, Chair
Santa Fe County Board of County Commissioners

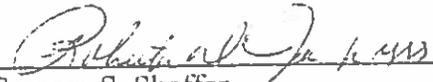
Date _____

ATTESTATION:

Geraldine Salazar,
Santa Fe County Clerk

Date _____

Approved as to form:



Gregory S. Shaffer
Santa Fe County Attorney

10-27-16

Date

Finance Department Approval:

Don D. Moya
Santa Fe County Finance Director

Date _____

CONTRACTOR:

Date _____

By: _____
(Print Name)

Its: _____
(Print Title)

**SANTA FE COUNTY AMENDMENT NO. 1
TO PRICE AGREEMENT WITH SCHOOL SPECIALTY
FOR OFFICE SUPPLIES**

This Amendment is made and entered into as of this 15th day of October, 2015 by and between **Santa Fe County**, hereinafter referred to as "the County" and **School Specialty**, whose principal place of business is located at W6316 Design Drive, Greenville, Wisconsin, 54942 hereinafter referred to as the "Contractor"

WHEREAS, pursuant to NMSA 1978, Sections 13-1-102 through 13-1-108, competitive, sealed bids were solicited through a formal Invitation for Bid, IFB #2015-0073-ASD.PL, to provide office supplies for the County; and

WHEREAS, the County and Contractor entered into Agreement No. 2015-0073-C-ASD PL on October 15, 2014 (the Agreement) for a term of one year; and

WHEREAS, According to Section 7, (Amendment) of the Agreement, the Agreement may be amended by mutual agreement of the County and the Contractor. Any such amendment shall be in writing and signed by the parties; and

WHEREAS, According to Section 4, (Term) of ~~the~~ Agreement the County has the option to renew the term of the Agreement for one year; and

WHEREAS, by this Amendment No. 1 the parties agree to extend the term of the Agreement from October 15, 2015 to October 15, 2016.

NOW, THEREFORE, the parties agree as follows:

1. Article 3. "TERM OF THIS AGREEMENT" a new subparagraph "4.a" is inserted to read as follows:
 - a. By Amendment No. 1, the term of this Agreement is extended for one year from October 15, 2015 to October 15, 2016 on the same terms and conditions as stated herein.
2. All other provisions of the Agreement No. 2015-0073-C-ASD PL not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 1 to Agreement 2015-0073-C-ASD PL as of the date first written above.

ANTA FE COUNTY:


Katherine Miller
Santa Fe County Manager

10/19/15
Date

APPROVED AS TO FORM


Gregory S. Chaffer
Santa Fe County Agency

10/19/15
Date

FINANCE DEPARTMENT APPROVAL


Lucile H. Jeramilo
Santa Fe County Finance Director

10/17/15
Date

CONTRACTOR:


Gregory Joss, Assistant Secretary

11/15/15
Date

**SANTA FE COUNTY
PRICE AGREEMENT WITH SCHOOL SPECIALTY
FOR OFFICE SUPPLIES**

THIS AGREEMENT is made and entered into this 15th day of October 2014, by and between Santa Fe County, hereinafter referred to as the "County" and School Specialty, whose principal place of business is located at W6316 Design Drive, Greenville, Wisconsin, 54942, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

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

2. GOODS TO BE PROVIDED

- A. **Purchase.** Attachment A of this Price Agreement is the prices for the Contractor's office supplies and deliverables. Attachment A also indicates any specifications required for the items that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items listed on Attachment A. Any item ordered by the County must be an item described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement #2015-0073-C-ASD/PL.
- 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 Attachment 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. Quantities of items may vary and the Contractor is required to accept the Purchase Order and furnish the item(s).
- D. **Specifications.** The items furnished under this Price Agreement shall meet or exceed the specifications provided in the Information for Bidders, IFB# 2015-0073-ASD/PL including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement item(s) and price(s).
- E. **Delivery and Billing Instructions.**
 - 1. The Contractor shall deliver the items in accordance with the County's instructions. The Contractor shall also deliver, with the

- items ordered, an invoice listing the order number and the Price Agreement number.
 2. Whenever, the Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.
 3. The Department will inform the Contractor within five (5) business days that a deliverable is unacceptable by the Department.
 4. Prices listed in Attachment A, for each item, shall be the fixed prices for the items.
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 items and deliverables meet specifications and will accept the items or deliverables if they meet specifications. No payment shall be made for any item until the item has been accepted in writing by the Using Department. Unless otherwise agreed upon, between the Department and the Contractor within five (5) days from the delivery and receipt of items or deliverables, the Using Department shall issue a written certification of complete or partial acceptance or rejection of any item or deliverable. Unless the Using Department gives notice of partial acceptance or rejection within the time specified in Paragraph 2 above, the item or deliverables will be deemed to have been accepted.
 - C. **Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
 - D. **Payment.** County shall pay Contractor on an invoice received from Contractor within thirty (30) days from the date the County approves the invoice.
 - E. **Taxes.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item on each invoice. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and county tax identification number(s). If the Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor written evidence of such exemption(s).
4. **TERM OF THIS AGREEMENT.** This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement shall be one (1) year from the Effective Date. The County reserves the option to renew the Agreement for three (3) additional years for a total contract term of 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 items 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.**

- A. 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.
- B. Contractor shall comply with the requirements of *Santa Fe County Ordinance 2014-1 Establishing a Living Wage.*

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: Katherine Miller
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276

To the Contractor:

School Specialty
Attn: Joe Gooden
W6316 Design Drive
Greenville, WI 54942

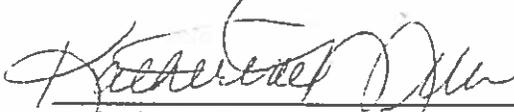
Either party may change its representative or address above by written notice to the other in accordance with the terms of this Price Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

26. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS, if applicable
The Contractor hereby irrevocably appoints CT Corporation System, 123 East Marcy Street, Santa Fe, NM 87501, a New Mexico resident 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.

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

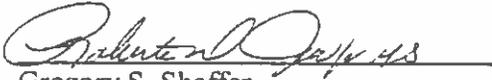
SANTA FE COUNTY



Katherine Miller
Santa Fe County Manager

10-15-14
Date

APPROVED AS TO FORM



Gregory S. Shaffer
Santa Fe County Attorney

11/8/14
Date

FINANCE DEPARTMENT APPROVAL



Teresa C. Martinez, Director
Santa Fe County Finance Department

10/12/14
Date

CONTRACTOR

Signature

Date

Print Name

Print Title

FEDERAL TAX I.D. NUMBER: _____

effect as though the Contractor were actually and personally served within the State of New Mexico.

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

SANTA FE COUNTY

Katherine Miller
Santa Fe County Manager

Date

APPROVED AS TO FORM

Gregory S. Shaffer
Gregory S. Shaffer
Santa Fe County Attorney

11/8/14
Date

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez, Director
Santa Fe County Finance Department

Date

CONTRACTOR

Amy M. Fuss
Signature

10/17/14
Date

Amy M. Fuss
Print Name

Assistant Secretary
Print Title

FEDERAL TAX I.D. NUMBER: 39-0971239

ATTACHMENT A
SCHOOL SPECIALTY
Catalogue Discount List Price

List Price less 36% (item prefix of 8 or 9) on all current School Specialty EP priced catalogs (unless catalog bears notation: no current discount apply).

List Price less 12% (item prefix of 6 or 7) on all current School Specialty List priced catalog (unless catalog bears notations: no other discounts apply).

Value Price will receive no additional discounts.

Freight Terms: Free shipping on parcel shipped items (7 & 9 prefix items) for orders over \$49.00.

Truck and Freight items (6 & 8 prefix items) will be charged a minimum of \$79.00 or 15% of the item price, whichever is greater. Furniture and equipment orders may receive charges for inside delivery of \$45.00 or lift charges of \$69.00.

ATTACHMENT A

SPECIFICATIONS

The vendor shall provide its catalogue with a separate listing of each category from its catalogue that includes discount rate for those categories. The vendor shall also provide to the Purchasing Division its complete list of office supplies in order to verify discount prices for all office supplies ordered from County departments.

If there are larger items from the catalogue such as office furniture, office equipment, business electronics that do not include a discount, those items must also be listed with the notation "no discount" included on the price list.

Prices shall remain firm and fixed for the initial one-year term of the contract. The vendor shall state how rate increases will be determined at each renewal period (ie. a fixed percent, tied to a specific economic factor, no price increase proposed, etc.).

Office supplies to be purchased include pencils, pens, erasers, markers, highlighters, tape, paper clips, writing pads, file folders, hanging file folders, files, binders, binder clips, notebooks, envelopes, printer supplies, copy paper, sticky notes, tape, tape dispensers, stamps, index cards, calendars, wall planners, toners, batteries, scissors, staplers, mouse pads, push pins, address labels, file folder labels, dry erase boards, dry erase cleaners, etc.

Office supplies will be billed at the discount offered in the catalogue price list. Cost for office supplies will be itemized separately on each invoice and will indicate list price less discount offered.

Under the terms and conditions of the Price Agreement all Santa Fe County departments may issue orders for items described on the catalogue price list. The terms and conditions of the Price Agreement shall form a part of each order issued. All orders issued will bear both an order number and the Price Agreement number.

Vendor shall furnish the County with copies of the price list(s) and catalogues at no additional cost.

Vendor shall provide on-line access to County for the placement of orders.

Prices quoted represent the total compensation to be paid by the County for office supplies provided. The vendor providing said supplies to the County is responsible for payment of all costs of labor, equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to provide the office supplies. The prices quoted will include the amount sufficient to cover such costs.

It is understood that no guarantee or warranty is made or implied by either the Santa Fe County Purchasing Division or County departments that any order for any definite quantity will be

issued under the Price Agreement. The vendor is required to accept the order and furnish the items in accordance with the articles contained hereunder for the quantity of each order issued. Santa Fe County reserves the right to make purchases from other vendors should it be on an emergency basis or should there be a substantial price difference favorable to Santa Fe County.

Warranty

Vendor shall warrant that all materials utilized in the performance of the Price Agreement shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free of from all defects in material, workmanship and title.

All supplies shall carry the manufacturer's standard warranty. All other standard business practices shall be extended to the County.

Shipping and Billing Instructions

Vendor shall ship in accordance with the instructions of on the purchase order. Shipment shall be made only against specific orders which the procuring department may place with the vendor during the term of the Price Agreement. The vendor shall enclose a packing list with each shipment listing the order number, price agreement number and the part number for each item.

The vendor shall ship all products F.O.B. destination. Except for loss or damage directly attributable to the negligence of a procuring department, the vendor shall bear all risk of loss or damage until products have been accepted by the procuring department. Destination charges are included in the product price on the price sheet. The vendor may impose shipping and handling charges for enhanced delivery services (overnight courier service, second-day courier service or delivery-by-messenger service). Such enhanced delivery charges shall be pre-paid by the vendor and billed as separate item at actual cost. The vendor shall advise the procuring department of any enhanced delivery charges prior to the acceptance of the purchase order.

Whenever a procuring department does not accept any product and returns it to the vendor, all related documentation furnished by the vendor shall be returned also. The department will inform the Vendor within five business days that a deliverable is unacceptable by the department.

The vendor shall bear all risk of loss or damage with respect to the returned products except for loss or damage directly attributable to the negligence of the department.

Unless otherwise agreed upon by the department, the vendor is responsible for the pick-up of the returned items.

Packing

The County's purchase order number and the vendor's name, department's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other

correspondence in connection with the shipments. The department's count will be accepted by the vendor as final and conclusive on all shipment not accompanied by a packing ticket.

Inventory

Vendor must have the experience, qualifications, stock and facilities to handle this type of contract. Inventory must include a substantial stock of office supplies likely to be purchased by Santa Fe County.

Henry P. Roybal
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *October 26, 2016*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Purchasing Director*

VIA: *Katherine Miller, County Manager*
Ken Martinez, RECC Director
Pablo Sedillo III, Public Safety Director
Jeffrey Trujillo, ASD Director

ITEM AND ISSUE: *BCC Meeting November 08, 2016*

Request Approval of the Memorandum of Agreement No. 2017-0082-RECC/BT Between Santa Fe County and the City of Santa Fe to Initiate a Collaborative Project to Modernize the Public Safety Land Mobile Radio System at the Regional Emergency Communications Center. (Bill Taylor, Purchasing Division)

ISSUE:

In collaboration with the City of Santa Fe, Santa Fe County was tasked with the issuance of a Request for Proposal (RFP) to select a qualified Communications Consultant to provide services to assess the current Land Mobile Radio System at the Regional Emergency Communications Center (RECC) and provide options and specifications to modernize the system. The RFP was issued and Federal Engineering, Inc. was selected as the most qualified Offeror. Contract negotiations are currently on going.

This Memorandum of Agreement (MOA) No. 2017-0082-RECC/BT establishes that Santa Fe County will award the Consultant Agreement to Federal Engineering, Inc. as a result of the Request for Proposals (RFP) and directly manage the Agreement. The MOA also establishes that the County will provide \$100,000.00 in total funding for fees of the consultant services in Fiscal Year 2017.

The City of Santa Fe shall designate staff liaison to work collaboratively with the County through the scope of work of the project and provide \$100,000.00 in total funding for the fees of the consultant services in Fiscal Year 2017.

BACKGROUND:

In 2001, a joint agreement was put in place to define the terms and conditions for operating, administering and maintaining a joint enhanced 911 Regional Emergency Communications Center to provide for the emergency communication needs of the public safety agencies of the City of Santa Fe, Santa Fe County and the Town of Edgewood.

Concurrent with this effort is a mandate by the Federal Communications Commission to provide better signal reception in rural areas, increase the availability of the radio spectrum and interoperability.

ACTION REQUESTED:

Approval of Memorandum of Agreement No. 2017-0082-RECC/BT between Santa Fe County and the City of Santa Fe to initiate a collaborative project to modernize the Public Safety Land Mobile Radio System at the Regional Emergency Communications Center.

**MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY AND
THE CITY OF SANTA FE**

THIS MEMORANDUM OF AGREEMENT (hereinafter, "Agreement") is entered on this the ____ day of _____ 2016, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), a New Mexico political subdivision, and the **CITY OF SANTA FE**, (hereinafter referred to as the "City") and collectively referred to as the "Parties".

RECITALS

WHEREAS, in 2001, a joint agreement was put in place to define the terms and conditions for operating, administering and maintaining a joint enhanced 911 Regional Emergency Communications Center to provide for the emergency communication needs of the public safety agencies of the City of Santa Fe, Santa Fe County and the Town of Edgewood; and

WHEREAS, concurrent with this effort is a mandate by the Federal Communications Commission to provide better signal reception in rural areas, increase the availability of the radio spectrum and interoperability; and

WHEREAS, the Parties have initiated a collaborative project to modernize their Public Safety Land Mobile Radio (PSLMR) System; and

WHEREAS, Santa Fe County issued a Request for Proposal (RFP) No. 2016-0239-RECC/KE to acquire the professional services of a qualified consultant with expertise to assist the parties with the project; and

WHEREAS, the parties have agreed to equally share in the cost for the consultant services; and

NOW, THEREFORE, the Parties mutually agree as follows:

1. DUTIES OF THE PARTIES

A. The County shall:

1. Award the Consultant Agreement to Federal Engineering, Inc and directly manage the Agreement.
2. Appoint a designated staff liaison to work collaboratively with City staff through the scope of work of the project.
3. Provide one hundred thousand dollars (\$100,000.00) in total funding for fees of consultant services in Fiscal Year 2016.

B. The City shall:

1. Appoint a designated staff liaison to work collaboratively with the County through the

scope of work of the project.

2. Provide one hundred thousand dollars (\$100,000.00) in total funding for the fees of the consultant services in Fiscal Year 2016.

3. TERM AND TERMINATION

This Agreement shall, upon due execution by all Parties, become effective as of the date first written above and shall terminate on June 30, 2017, unless earlier terminated as indicated below or extended by the mutual written agreement of both Parties.

This Agreement may be terminated by either Party upon delivery of a written notice delivered to the other Party at least thirty (30) days prior to the intended date of termination. By such termination, neither Party may nullify or avoid any obligations incurred prior to termination.

4. ASSIGNMENT

The County or City shall not assign or transfer any interest or rights in this MOA without the advance written approval of the other Party. Any attempted assignment or transfer without the other Party's advance written approval shall be null and void and without any legal effect.

5. LIABILITY

Each Party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this MOA. Each Party shall be liable for its actions in accordance with this MOA. Any liability incurred by the County or the City in connection with this MOA is subject to the immunities and limitations of the New Mexico Tort Claims Act NMSA 1978, Section 41-4-1, et seq. and as amended. The County, City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity; do not waive any defense; and do not waive any limitation of liability pursuant to law. No provision in this MOA modifies or waives any provision of the New Mexico Tort Claims Act.

6. AMENDMENT

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the Parties hereto.

7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico and the governing bodies of the City and the County for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by the terminating Party to the other Party. Any Party's decision as to whether sufficient appropriations are available shall be accepted by the other Party

and shall be final.

8. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of New Mexico and the ordinances of the City of Santa Fe. The Parties agree that any action or suit arising from this Agreement shall be commenced in the First Judicial District, Santa Fe County, State of New Mexico.

9. ACCOUNTABILITY

During the term of this Agreement and for a period of three (3) years thereafter, each Party will maintain accurate and complete records of all disbursements made and monies received by each under this Agreement; and, upon receipt of reasonable written request, each shall make such records available to the other Party and to the public, including any federal, state or local authority during regular business hours.

10. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a Party to this Agreement.

11. SUCCESSORS AND ASSIGNS:

This Agreement will inure to the benefit of the Party's successors or assigns.

12. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the City and County and supersedes any prior agreements or understandings with respect to the subject of this Agreement. No changes, amendments or alterations to this Agreement will be effective until in writing and signed by the Party's.

13. NOTICES

Any notice required by this Agreement shall be given in writing to the Parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Service.

COUNTY: Katherine Miller, County Manager
Santa Fe County
P. O. Box 276
Santa Fe, New Mexico 875010-0276

CITY: Brian Snyder, City Manager
City of Santa Fe
P. O. Box 909
Santa Fe, New Mexico 87504-0909

THIS SPACE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date written below.

SANTA FE COUNTY:

Katherine Miller, Santa Fe County Manager

Date

Approved as to Form:

Gregory S. Shaffer, County Attorney

Date

Finance Department

Carole H. Jaramillo, Finance Director

Date

CITY OF SANTA FE:

Brian K. Snyder, City Manager

Date

Attest:

Yolanda Y. Vigil, City Clerk

Date

Approved as to Form:

Kelley A. Brennan, City Attorney

Date

Finance Department:

Oscar Rodriguez, Finance Director

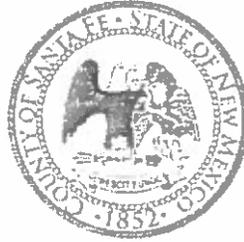
Date

11

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *October 26, 2016*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Procurement Manager, CPO BT*

VIA: *Katherine Miller, County Manager*
Jeffery Trujillo, ASD Director
Michael Kelley, Public Works Department Director
Claudia Borchert, Utilities Division Director

ITEM AND ISSUE: BCC Meeting November 8, 2016

APPROVAL OF NEW MEXICO DEPARTMENT OF TRANSPORTATION RAILROAD RIGHT OF WAY LICENSE FOR PIPELINE AGREEMENT IN THE AMOUNT OF \$3,500 FOR THE TL6S TRANSMISSION LINE PROJECT, AUTHORIZING THE COUNTY MANAGER TO SIGN AND EXECUTE THE AGREEMENT. (Bill Taylor, Purchasing Division)

SUMMARY:

The Purchasing Division and the Public Works Department are requesting County Manager signature approval of the New Mexico Department of Transportation (NMDOT) Railroad Right-of-Way License for Pipeline Agreement in the amount of \$3,500 exclusive of NM GRT for the TL6S Transmission Line Project. Following is the Summary from that Agreement:

The initial term of this License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described. Upon expiration of the initial term, this License shall be renewed for a second twenty-five (25) year term provided that there is no outstanding notice of uncured default at the time of renewal. Thereafter, within sixty (60) days of the expiration of the second term of this License, Licensee may request in writing that the Licensor renew this License for an additional term of twenty-five (25) years and approval of the renewal shall not be unreasonably withheld by the Licensor.

BACKGROUND:

A section of the TL6S Transmission Line will require directional drilling under a section of railroad owned by the NMDOT. In accordance with the approved Design Drawings the directional drilling under the NMDOT owned rail line section will take place between construction stationing STA 269+00 and 272+50. This location is approximately 2.4 miles west of the I-25 Exit to Eldorado. The TL6S Transmission Line Project will connect to the Lamy Junction Waterline Project to provide service to the Village of Canoncito.

ACTION REQUESTED:

The Purchasing Division and the Public Works Department are requesting BCC approval of (NMDOT) Railroad Right-of-Way License for Pipeline Agreement in the amount of \$3,500 for the TL6S Transmission Line Project and request signature authority to be granted for the County Manager to execute the License for Pipeline Agreement.



**NMDOT RAILROAD RIGHT-OF-WAY
LICENSE FOR PIPELINE**

THIS LICENSE ("License"), made and entered into this _____ day of _____, 2016 ("Effective Date") by and between THE NEW MEXICO DEPARTMENT OF TRANSPORTATION herein now known as the "Licensor", and SANTA FE COUNTY herein now known as the "Licensee".

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct, maintain, and use in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "Drawings and Specifications"), attached hereto as Exhibit "A" and made a part hereof, a water transmission line ("PIPELINE") to be located at railroad mile post 7.14 of the Eldorado Subdivision main track, near the City of Santa Fe, County of Santa Fe, State of New Mexico, hereinafter referred to as the "Premises". The PIPELINE is to be a .25 inch thick 8 inch diameter Grade 60 AWWA C151 Ductile Iron Pipe encased in 230 feet of a .375 inch thick, 18 inch diameter ASTM A 139 steel casing, carrying a pressure of 350 pounds per square inch, crossing at 11 feet below the base of the main track with the nearest upstream emergency water shutoff valve located 92 feet from NMDOT Railroad Right of Way at STA 269+45. The above described PIPELINE shall be constructed on the Premises as per Exhibit "A" attached.

2. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use of such improvements.

Licensee acknowledges that one or more other parties, including, but not limited to Various Native American Tribal Entities, may have, or may claim to have, ownership rights in certain segments of certain of Licensor's rail corridors, and may claim that Licensee also must obtain rights from it (or them) in order to occupy, or access, the Premises, and that, in some cases such claims may be valid. Licensee acknowledges that Licensor's ownership interest in many of its rail corridors is a determinable fee, a railroad right of way or a rail service easement, which shall terminate when Licensor either:

- (i) ceases to use those rail corridors for railroad purposes; or

(ii) uses such rail corridors for purposes found to be inconsistent with use of the corridors for railroad purposes, and that in such circumstances, Licensor's right to license any such rail corridor, or rights under any license of any such rail corridor, may be subject to termination as of the date the circumstances set forth in either (i) or (ii) above, first arise (unless Licensee improves the quality of title to the Premises by obtaining a patent or deed from the federal government, if appropriate, or acquiring additional property interests from third parties). Licensee also acknowledges that Licensor's ownership rights may terminate for other reasons, such as termination of franchise rights, and that certain segments of Licensor's rail corridors consist only of a trackage rights license to Licensor that enables Licensor to provide rail service, or shared ownership with other railroads, and that Licensor may not have rights to include those segments in any License to Licensee. Licensee further acknowledges that Licensee's rights to enter into a License on any Licensor rail corridor, and its rights under any License of any Licensor rail corridor, are subject and subordinate to all outstanding and/or future rights and encumbrances on Licensor's rail corridor (including liens, security interests, and mortgages), and any and all easements, other leases, licenses, permits or agreements which now or in the future relate to Licensor's rail corridor, except Licensor in the future shall not place any encumbrance upon any Licensor rail corridor then subject to a License to Licensee or enter into any easement, lease, license, permit or agreement, which would materially disrupt Licensee's ability to exercise rights under this License or to utilize the PIPELINE facilities covered by a License and Licensee acknowledges that its ability to exercise rights under this License or to utilize such PIPELINE facilities would not be materially disrupted if either:

(a) Licensee is relocated to another location within the applicable Licensor rail corridor in accordance with the terms of the License, or could reasonably be located elsewhere in the rail corridor; or

(b) Licensor preserves PIPELINE rights and makes those rights available to Licensee at no charge payable by Licensee to the holder of the land interest where such rights are located and changes following any conveyance by Licensor of its ownership interest in such a parcel have not caused a significant physical limitation on constructing PIPELINE Facilities through such parcel (and Licensee agrees that any cost of enforcing such rights shall be the responsibility of Licensee). Licensor therefore conveys to Licensee no more right, title and interest in any rail corridor than Licensor holds in such rail corridor at the time of conveyance, and Licensee hereby releases Licensor from any and all liability, cost, loss, damage or expense in connection with any claims that Licensor lacked sufficient legal title to convey the rights described herein.

(c) At such time that relocation may be necessary and requested by Licensor, Licensee shall be responsible for relocation costs associated with Licensee's equipment; and at such time that relocation is requested by Licensor, Licensor shall waive all processing costs associated with new applications or application fees; however, contracts and license fees shall be fairly prorated.

3. Licensee shall use the Premises solely for construction and maintenance and use of a PIPELINE. Licensee shall not use the Premises for any other purpose. Licensee shall not use or store hazardous substances as defined by the Comprehensive Environmental Response,

Compensation, and Liability Act, as amended ("CERCLA") or petroleum or oil as defined by applicable Environmental Laws on the Premises.

4. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or for any damage Licensee sustains in connection therewith.
5. Any contractors or subcontractors performing work on the PIPELINE or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.

TERM

6. The initial term of this License shall commence on the Effective Date and shall continue for a period of twenty (25) years, subject to prior termination as hereinafter described. Upon expiration of the initial term, this License shall be renewed for a second twenty-five (25) year term provided that there is no outstanding notice of uncured default at the time of renewal. Thereafter, within sixty (60) days of the expiration of the second term of this License, Licensee may request in writing that the Licensor renew this License for an additional term of twenty-five (25) years and approval of the renewal shall not be unreasonably withheld by the Licensor.

COMPENSATION

7. (a) Licensee shall pay Licensor, prior to the Effective Date, the sum of zero and no/100 Dollars (\$0.00) application fee, and three thousand five hundred and no/100 Dollars (\$3,500.00), as compensation for the use of the Premises.

Licensee shall be responsible for all costs and expenses incurred in connection with Licensee's use of the Premises or the presence, construction, maintenance, and use of the PIPELINE, including but not limited to the furnishing of appropriate Flagman and any vehicle rental costs incurred. The cost of flagger services procured by the Licensee or its contractors shall be borne by the Licensee. The estimated cost for one (1) flagger is \$700.00 for an eight (8) hour basic day with time and-one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes overhead costs, vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor shall be applicable.

COMPLIANCE WITH LAWS AND RAILROAD REQUIREMENTS

8. (a) Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the construction, maintenance, and use of the PIPELINE and the use of the Premises.

(b) Prior to entering Premises, Licensee or its contractor shall be issued a Railroad Temporary Work Permit by the NMDOT Rail Bureau. Licensee shall retain a copy of this Work Permit at job site at all times when on Premises.

(c) Prior to entering the Premises, Licensee shall or shall cause its contractor to comply with all Licensor's applicable safety rules and regulations. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor to complete the safety-training program at the following Internet Website "<http://www.railroadeducation.com>". This training must be completed no more than one year in advance of Licensee's entry on the Premises.

(d) Prior to entering Premises, Licensee or its contractor shall provide Licensor with proof of insurance as required in Section 23. Cost will borne by Licensee or its contractor.

(e) Licensee or its contractor shall notify Santa Fe Southern Railway (SFS), operator of the railroad on NMDOT's behalf, at (214) 850-5642 and NMDOT Rail Facilities and Permitting Manager, (505) 827-5133 at least two (2) weeks in advance of the times and dates for proposed work windows. SFS and Licensee or its contractor will establish mutually agreeable work windows for the project. NMDOT or SFS has the right at any time to revise or change the work windows due to train operations or service obligations. NMDOT and SFS will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project. Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

(e) Prior to entering Premises, Licensee shall, or cause its contractor to arrange railroad flagging protection through SFS with a minimum of 10 business day notice.

DEFINITION OF COST AND EXPENSE

9. For the purpose of this License, "cost" or "costs" "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.

RIGHT OF LICENSOR TO USE

10. Provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in Section 3 above, Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor,

(a) to maintain, renew, use, operate, change, modify and relocate any existing pipe, power, communication lines and appurtenances and other facilities or structures of like character upon, over, under or across the Premises;

(b) to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; or

(c) to use the Premises in any manner as the Licensor in its sole discretion deems appropriate.

LICENSEE'S OPERATIONS

11. (a) Licensee shall notify SFS, at (214) 850-5642 and NMDOT Rail Facilities Manager at 505.827.5133 at least ten (10) business days prior to installation of the PIPELINE and prior to entering the Premises for any subsequent maintenance thereon. Licensee or its contractor shall have arranged prior mutually agreeable work windows with SFS in advance. In the event of an emergency situation, Licensee shall immediately notify the above representatives of the nature of the emergency and the actions needed to address the emergency. The Licensor shall reasonably allow access for emergency work and may verbally authorize entry upon the Premises.

(b) In performing the work described in Section 3, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.

12. Licensee shall, at its sole cost and expense, construct and at all times maintain the PIPELINE in accordance with the Pipeline Safety Code of Federal Regulations, (CFR) Title 49, part 186-199. The use of a rail mounted cable plow to install Licensee's PIPELINE is strictly prohibited unless advance written approval is granted by Licensor. Unless otherwise specified, all underground line shall be installed at least 48 inches below grade level.

13. (a) Except for emergency work authorized under Paragraph 11. (a), Licensee shall not be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Licensor, or the safe operation and activities of Licensor. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so, however, in such situation, Licensor and Licensee shall work together to "make safe", as time situation allows, prior to ceasing use of the Premises. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

(b) Licensee shall, at its sole cost and expense and subject to the supervision of Licensor's Railroad Representative, locate, construct and maintain PIPELINE in such a manner and of such material that it will not at any time be a source of danger to or interference with the present or future tracks, roadbed and property of Licensor, or the safe operation of its railroad. Further, the PIPELINE shall be constructed, installed and maintained in conformity with the plans and specifications shown on the print attached hereto as Exhibit A and made a part hereof (which, if present, are to be deemed part of the Drawings and Specifications). Licensor may direct one of its field engineers to observe or inspect the construction and/or maintenance of the PIPELINE at any time for compliance with the Drawings and Specifications. If ordered at any time to halt

construction or maintenance of the PIPELINE by Licensor's personnel due to non-compliance with the same or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the PIPELINE, it being solely Licensee's responsibility to ensure that the PIPELINE is constructed in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise nor the failure by Licensor to exercise any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the judgment of Licensor, fail to perform properly its obligations under this paragraph, Licensor may, at its option, itself perform such work as it deems necessary for the safe operation of its railroad, and in such event Licensee agrees to pay, within fifteen (15) days after bill shall have been rendered therefore, the cost so incurred by Licensor, but failure on the part of Licensor to perform the obligations of Licensee shall not release Licensee from liability hereunder for loss or damage occasioned thereby.

14. Licensee shall, at its sole cost and expense, remove all combustible material from around poles and will at all times keep the space around such poles free of such material, and if removal of such combustible material shall not be attended to with fifteen (15) days after having been requested by Licensor to do so, Licensor shall have the right itself to perform the work and Licensee hereby agrees to reimburse Licensor for the expense so incurred. This provision shall not apply to combustible contents of the Pipeline unless leakage occurs.
15. During the construction and any subsequent maintenance performed on the PIPELINE, Licensee shall perform such work in a manner to preclude damage to the property of Licensor, and preclude interference with the operation of its railroad. The construction of the PIPELINE shall be completed within one (1) year of the Effective Date. Upon completion of the construction of the PIPELINE and after performing any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore, as reasonably as possible, Licensor's premises to their former state as of the Effective Date of this License.
16. If at any time during the term of this License, Licensor shall desire the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the PIPELINE, Licensee shall, at its sole expense, within (60) days or within (30) days when deemed an emergency by the Licensor; after receiving written notice from Licensor to such effect, make such changes in the PIPELINE as in the sole, but reasonable, discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the existing or the construction of new a PIPELINE. Under these circumstances, the Licensor shall waive all processing costs and application fees associated with the new applications; however, contracts and license fees shall be fairly prorated. Licensor shall coordinate with Licensee on a new location for Licensee's facilities if possible.
17. (a) Prior to Licensee conducting any boring work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, the Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence

or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Upon Licensee's written request, which shall be made thirty (30) business days in advance of Licensee's requested construction of the PIPELINE, Licensor will provide Licensee any information that Licensor has in the possession of its Engineering Department concerning the existence and approximate location of Licensor's underground utilities and pipelines at or near the vicinity of the proposed PIPELINE. Prior to conducting any such boring work, the Licensee will review all such material. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions and Licensee's operations will be subject at all times to the liability provisions herein.

(b) For all bores greater than 26-inch diameter, and at a depth of less than 10.0 feet below base of rail, a soil investigation will need to be performed by the Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present. Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in its sole discretion a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at its sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.

18. Any open hole, boring or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:

(a) filled in to surrounding ground level with compacted bentonite grout; or

(b) otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

19. Upon termination of this License, Licensee shall, within a reasonable time not exceeding two years of the termination date, at its sole cost and expense:

(a) At Licensor's sole discretion, Licensee may be required to either remove or abandon the PIPELINE from the Premises within these two (2) years, provided that any abandonment shall involve the filling and capping, or otherwise decommissioning of the PIPELINE with a method that is in compliance with all applicable laws, regulations and safety standards; and is satisfactory to the Licensor.

(b) Report and restore any damage to the Premises arising from, growing out of, or connected with Licensee's use of the Premises;

(c) Remedy any unsafe conditions on the Premises created or aggravated by Licensee: and

(d) Leave the Premises in a reasonably similar condition that existed as of the Effective Date-of this License.

20. Licensee shall retain/maintain a fully-executed approved License document on site during the initial construction and installations of Licensee's PIPELINE Facilities hereunder, and maintain the License document on file thereafter.

LIABILITY

21. As between the parties, each party acknowledges or represents that it will be responsible, to the extent of its negligence, for liability arising from personal injury or damage to persons or property, including death, occasioned by its officials, member, employees, agents or invitees. The liability of both Licensor and Licensee shall be subject in all cases to the immunities and limitations of the Tort Claims Act, Section 41-4-1 et seq. NMSA 1978, and any amendments

PERSONAL PROPERTY WAIVER

22. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NEITHER LICENSOR NOR SFS WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, EXCEPT IN THE CASE OF NEGLIGENCE OF LICENSOR OR SFS.

INSURANCE

23. Licensee shall be insured for the purposes of general and automobile liability coverage during the life of this License. Licensee shall provide Licensor with a letter describing Licensee's self-insurance coverage subject to Licensor's approval.

Licensee Contractors and Subcontractors: Required Insurance

(a) Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence for bodily injury and property damage and an aggregate limit of at least \$6,000,000, and shall name NMDOT, Rio Metro Regional Transit District and its operating and maintenance contractor (RMRTD) and Santa Fe Southern Railway as additional insured. Coverage must include, but not be limited to, the following:

- Bodily injury and property damage
- Personal injury and advertising injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within fifty (50) feet of railroad property.
- Any exclusion related to the explosion or collapse of any underground hazards shall be removed.

- (b) **Business Automobile Insurance.** This insurance shall contain a combined single limit of at least \$1,000,000 each accident, and include coverage for, but not limited to, the following:
- Bodily injury and property damage
 - Any and all vehicles owned, used or hired
- (c) **Worker's Compensation and Employer's Liability Insurance.** This insurance shall include coverage for, but not limited to:
- Licensee's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under state law, the insurance must cover all employees in any event.
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, and \$500,000 by disease each employee.

Licensee shall require its contractor or subcontractor to obtain the following insurance in part (d) only during terms of construction or heavy maintenance under, over or within 25 feet horizontally from the nearest in-service track, and shall not be able to self-insure:

- (d) **Railroad Protective Liability Insurance.** If any construction is requested by Licensee and authorized by Licensor then Licensee shall require its contractor to provide this Railroad Protective Liability Insurance. This insurance shall name NMDOT, Rio Metro Regional Transit District and its operating and maintenance contractor (RMRTD) and Santa Fe Southern Railway (SFS)) as named insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction. THE CONSTRUCTION WORK SHALL BE COMPLETED WITHIN THE TIME SPECIFIED IN THE AUTHORIZATION. If further maintenance of the authorized construction is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall include the following:
- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
 - Endorsed to include the Limited Seepage and Pollution Endorsement.
 - Endorsed to include Evacuation Expense Coverage Endorsement.
 - No other endorsements restricting coverage may be added.
 - The original policy must be provided to Licensor prior to performing any work or services under this License.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Except for negligence or willful acts of Licensor to the extent allowed by the New Mexico Tort Claims Act, Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through policy endorsement, waive their right of subrogation against Licensor for all claims and suits. The certificate of insurance must reflect waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its care, custody, or control.

All insurance policies required under this License through policy endorsement must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by Licensor. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) shall include a severability of interest endorsement and shall name SFS and its contractors as an additional insured with respect to work performed under this agreement. Severability of interest and naming Licensor and SFS as additional insured(s) shall be indicated on the certificate of insurance.

Prior to commencing the Work, Licensee or its contractors shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation; non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Railroad arising out of this agreement, Licensee will make available any required policy covering such claim or lawsuit.

Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this Agreement. Allocated Loss Expense shall be in addition to all policy limits for coverage's referenced above.

Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverage's as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor.

Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.

The fact that insurance is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

For purposes of this section, Licensor shall mean "New Mexico Department of Transportation", and the subsidiaries, agents, successors, assigns and affiliates of each.

ENVIRONMENTAL

24. (a) Licensee shall strictly comply with all federal, state and local environmental laws and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

(b) Licensee shall give Licensor immediate notice to NMDOT Rail Facilities Manager, (505) 827-5133 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on or from the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.

(c) In the event that Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the PIPELINE which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.

(d) Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

(e) For all bores greater than 26-inch diameter, and at a depth of less than 10.0 feet below base of rail, a soil investigation will need to be performed by the Licensee and reviewed by Licensor prior to construction. This study is to determine if any environmental contamination is present near the location of the bore. Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in its sole discretion a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at its sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.

ALTERATIONS

25. Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

NO WARRANTIES

26. LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITATION OR FITNESS FOR A PARTICULAR PURPOSE.

QUIET ENJOYMENT

27. LICENSOR DOES NOT WARRANT ITS TITLE TO THE PROPERTY NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE

DEFAULT

28. If default shall be made in any of the covenants or agreements of license contained in this document, or of any assignment or transfer of this License by operation of law, Licensor may, at its option, submit a written notice of default to Licensee that identifies the default and that provides Licensee thirty (30) days to cure the default, or such longer period as is reasonable under the circumstances; *provided*, however, that Licensor may shorten the cure period in case of emergencies. If Licensee fails to cure the default within the cure period, Licensor may terminate this License by serving thirty (30) days' notice in writing upon Licensee. Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this Section 28 shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.

LIENS AND CHARGES

29. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this Section 29 or any other Section of this License. Licensee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed upon the improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Licensor or the Premises that are attributable to the improvements.

TERMINATION

30. If Licensee fails to surrender to Licensor the Premises, upon any termination of this License, all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered. Termination shall not release Licensee from any liability or obligation resulting from any events happening prior to the date of termination.

ASSIGNMENT

31. Neither Licensee, nor the heirs, legal representatives, successors, or assigns of Licensee, nor any subsequent assignee, shall assign or transfer this License or any interest herein, without the prior written consent of Licensor, which consent shall not be unreasonably withheld or delayed; provided, however, that Licensee shall have the right, without Licensor's consent, to assign or transfer this License, in whole or in part, to any parent, subsidiary or affiliate of Licensee, or to any person, firm or corporation which shall control, be under the control of, or be under common control with Licensee, or to any corporation into which Licensee may be merged or consolidated or which purchases all or substantially all of the assets or stock of Licensee.

NOTICES

32. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor:

New Mexico Department of Transportation
US Mail: P.O. Box 1149; Santa Fe NM 87504
Physical Delivery: 1120 Cerrillos Road; Santa Fe NM 87505
Attn: Rail Facilities Manager SB-4 2nd Floor

If to Licensee:

Santa Fe County
P.O. Box 276
Santa Fe, New Mexico 87504

SURVIVAL

33. Neither termination nor expiration will release either party from any liability or obligation under this License resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the PIPELINE and improvements are removed.

RECORDATION

34. It is understood and agreed that this License shall not be placed on public record.

APPLICABLE LAW

35. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of New Mexico without regard to conflicts of law provisions.

SEVERABILITY

36. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

INTEGRATION

37. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

MISCELLANEOUS

38. In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
39. The waiver by either party of the breach of any provision herein by the other party shall in no way impair the right of such party to enforce that provision for any subsequent breach thereof.

IN WITNESS WHEREOF, this License has been duly executed, in duplicate, by the parties hereto as of the day and year first above written.

THE NEW MEXICO DEPARTMENT OF TRANSPORTATION, (Licensor)

By:

Loren D. Hatch, Deputy Secretary

Date: _____, 2016

Approved As To Form:

By:

Office of General Counsel

Date: _____, 2016

SANTA FE COUNTY (Licensee)

By: _____
Miguel M. Chavez, Chair
Board of County Commissioners

Date: _____

ATTEST:

By: _____
Geraldine Salazar, Santa Fe County Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Gregory S. Shaffer, Santa Fe County Attorney

Date: 1/27/2016

APPROVED:

By: Carole H. Jaramillo
Carole H. Jaramillo
County Finance Director

Date: 10/3/16

EXHIBIT "A"

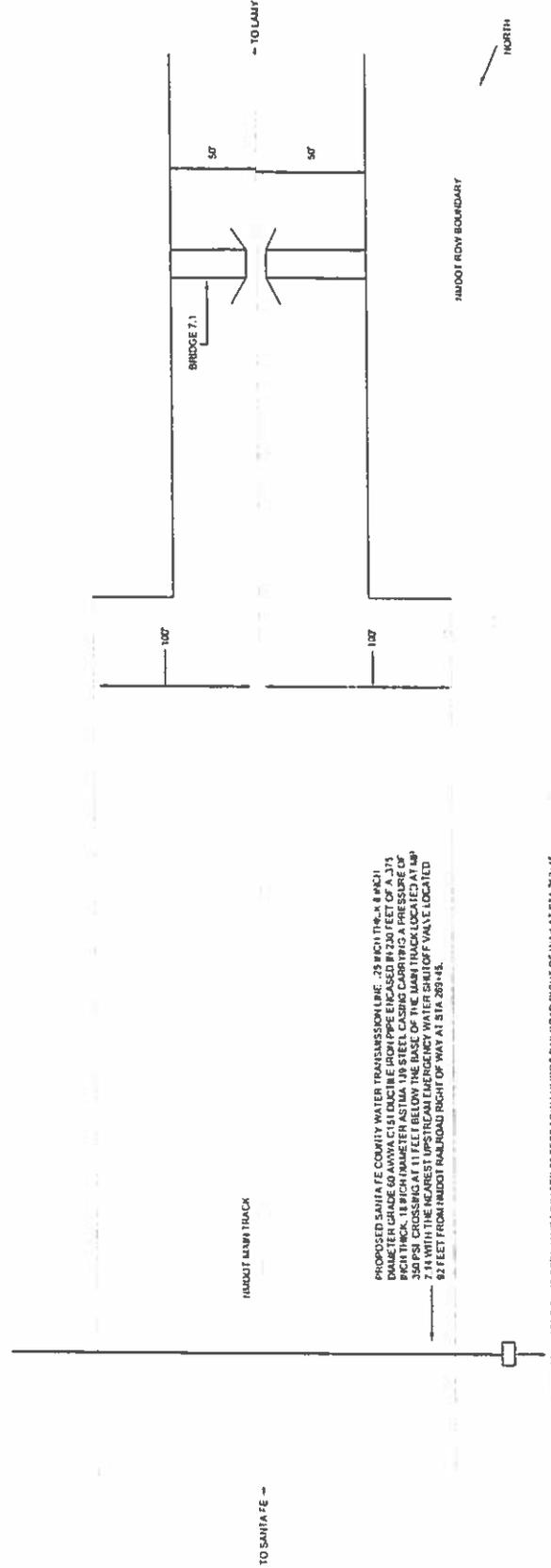
**ATTACHED TO CONTRACT BETWEEN
NEW MEXICO DEPARTMENT OF TRANSPORTATION
AND
SANTA FE COUNTY**

EXHIBIT "A"

ATTACHED TO THE CONTRACT BETWEEN
 NEW MEXICO DEPARTMENT OF TRANSPORTATION
 AND
 SANTA FE COUNTY

DESCRIPTION:

PROPOSED WATER TRANSMISSION LINE NEAR
 ELDORADO, SANTA FE COUNTY, NM, NMDOT MAIN
 TRACK MP 7.14, ELDORADO SUBDIVISION.



PROPOSED SANTA FE COUNTY WATER TRANSMISSION LINE .25 INCH THICK 8 INCH
 DIAMETER GRADE 60 AWG A C151 DUCTILE IRON PIPE ENCASED IN 200 FEET OF A 31.5
 INCH THICK 18 INCH DIAMETER ASTMA 118 STEEL CASING CARRYING A PRESSURE OF
 300 PSI CROSSING AT 11 FEET BELOW THE BASE OF THE MAIN TRACK LOCATED AT MP
 7.14 WITH THE NEAREST NMDOT MAIN TRACK RIGHT OF WAY LOCATED
 82 FEET FROM NMDOT RAILROAD RIGHT OF WAY AT STA. 269+45.

EMERGENCY WATER SHUT OFF VALVE LOCATED 82 FEET FROM NMDOT RAILROAD RIGHT OF WAY AT STA. 269+45

LEGEND

- NMDOT RAILROAD MAIN TRACK
- NMDOT RAILROAD RIGHT OF WAY BOUNDARY

NO GRAPHIC SCALE

NO.	DESCRIPTION	DATE	BY

SANTA FE COUNTY
 WATER TRANSMISSION LINE 9-7-1F JALABRE
 REVISIONS
 NEW MEXICO DEPARTMENT
 OF TRANSPORTATION
 SANTA FE COUNTY
 WATER TRANSMISSION LINE
 NMDOT RAILROAD
 ELDORADO SUBDIVISION

ELDORADO, NM
 COUNTY OF SANTA FE
 STATE OF NEW MEXICO

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *October 26, 2016*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Procurement Manager, CPO*

VIA: *Katherine Miller, County Manager*
Robert A. Garcia, Sheriff
Jeffery Trujillo, ASD Director

ITEM AND ISSUE: BCC Meeting November 8, 2016

Request Approval of Price Agreements No. 2017-0019-SD/IC with Neve's Uniforms Inc., for uniforms for the Sheriff Department and grant signature authority to the County Manger to sign the purchase orders. (Bill Taylor, Purchasing Division)

SUMMARY:

The Sheriff's Department and Purchasing Division solicited an Invitation for Bid (IFB) #2017-0019-SD/IC for Uniforms for the Santa Fe County Sheriff's Department in accordance Section 13-1-103 NMSA 1978. The Sheriff's Department requests approval of Agreement #2017-0019-SD/IC with Neve's Uniforms, Inc.

BACKGROUND:

The Santa Fe County Purchasing Division conducted an Invitation for Bid (IFB) pursuant to 13-1-103 NMSA 1978. According to Section 13-1-104 NMSA 1978, the IFB was advertised in the Legal Section of the New Mexican and the Albuquerque Journal. Only one proposal was received after re-soliciting the Invitation for Bids. The Sheriff's Department reviewed the samples provided from Neve's and determined the uniforms met the specifications listed in the IFB.

ACTION REQUESTED:

The Sheriff's Department is requesting approval of Agreement #2017-0019-SD/IC with Neve's Uniforms Inc. for uniforms for the Santa Fe County Sheriff's Department and grant signature authority to the County Manger to sign the purchase orders.

**PRICE AGREEMENT
UNIFORMS FOR SHERIFF'S OFFICE**

THIS AGREEMENT is made and entered into this ____ day of _____, 2016 by and between **Santa Fe County**, a political subdivision of the County of the State of New Mexico (hereinafter referred to as "the County") and **Neve's Uniforms, Inc.**, located at 2538 Camino Estrada, Suite 200, Santa Fe, New Mexico 87507 (hereinafter referred to as the "Contractor.")

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

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

2. GOODS TO BE PROVIDED

- A. **Purchase.** Exhibit A of this Price Agreement is the prices for the Contractor's services and deliverables. Exhibit A also indicates any specifications required for the items that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items listed on Exhibit A. Any service ordered by the County must be an item described on Exhibit A. All orders issued hereunder must bear both an order number and the number of this Price Agreement #2017-0019-SD/IC REBID.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the items listed on Exhibit A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of items be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the item(s) and service.
- D. **Specifications.** The items furnished under this Price Agreement shall meet or exceed the specifications provided in the Information for Bidders, IFB# 2017-0019-SD/IC REBID including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement items/services(s) and price(s).
- E. **Delivery and Billing Instructions.**
 - 1. The Contractor shall deliver the items in accordance with the County's instructions. The Contractor shall also deliver, with the items ordered, an invoice listing the order number and the Price Agreement number.
 - 2. Whenever, the Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.

3. The Department will inform the Contractor within five business days that a deliverable is unacceptable by the Department.
4. Prices listed in Exhibit A, for each item, shall be the fixed prices and rates for the items and services.

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

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

4. TERM OF THIS AGREEMENT. This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement shall be one (1) year from the Effective Date. The County has the option to extend this Agreement at the same price, terms and conditions for a period of three (3) additional years. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty (60) days prior to expiration of the term of this Agreement. The term of this Agreement shall not exceed four years in total.

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.

1. NEW MEXICO TORT CLAIMS ACT. No provision of this Price Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County and its Departments or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

19. INSURANCE.

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

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

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

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

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

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

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

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

To the Contractor:
Neve's Uniforms and Equipment
Joe McLaughlin
2538 Camino Entrada, Suite 200
Santa Fe, NM 87507

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

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

SANTA FE COUNTY:

Miguel M. Chavez, Chair
Santa Fe County Board of County Commissioners

Date _____

ATTESTATION:

Geraldine Salazar,
Santa Fe County Clerk

Date _____

Approved as to form:

Gregory S. Shaffer
Santa Fe County Attorney

Date _____

Finance Department Approval:

Don D. Moya
Santa Fe County Finance Director

Date _____

CONTRACTOR:

Date _____

By: _____
(Print Name)

Its: _____
(Print Title)

EXHIBIT A

ITEM #	ITEM DESCRIPTION	PRICE PER UNIT	MODEL NUMBER
1	LONG SLEEVE UNIFORM SHIRT W/BUTTON - FEMALE	\$72.95	Blauer 8450W-56
1A	LONG SLEEVE UNIFORM SHIRT W/BUTTON - MALE	\$72.95	Blauer 8450-56
2	LONG SLEEVE UNIFORM SHIRT W/ZIPPER - FEMALE	\$82.90	Blauer 8450W-56
2A	LONG SLEEVE UNIFORM SHIRT W/ZIPPER - MALE	\$82.90	Blauer 8450-56
3	SHORT SLEEVE UNIFORM SHIRT W/BUTTON - FEMALE	\$67.95	Blauer 8460W-56
3A	SHORT SLEEVE UNIFORM SHIRT W/BUTTON - MALE	\$67.95	Blauer 8460-56
4	SHORT SLEEVE UNIFORM SHIRT W/ZIPPER - FEMALE	\$77.90	Blauer 8460W-56
4A	SHORT SLEEVE UNIFORM SHIRT W/ZIPPER - MALE	\$77.90	Blauer 8460-56
5	FLEET - PROPERTY/EVIDENCE LONG SLEEVE POLO W/ BUTTONS - FEMALE	\$50.85	F5357-72-001
5A	FLEET - PROPERTY/EVIDENCE LONG SLEEVE POLO W/ BUTTONS - MALE	\$50.85	F5315-72-001
6	FLEET - PROPERTY/EVIDENCE LONG SLEEVE POLO W/ ZIPPER - FEMALE	NO Bid	
6A	FLEET - PROPERTY/EVIDENCE LONG SLEEVE POLO W/ ZIPPER - MALE	NO Bid	
7	FLEET - PROPERTY/EVIDENCE SHORT SLEEVE POLO W/ BUTTONS - FEMALE	\$40.85	F5327-72-001
7A	FLEET - PROPERTY/EVIDENCE SHORT SLEEVE POLO W/ BUTTONS - MALE	\$40.85	F5341-72-001
8	FLEET - PROPERTY/EVIDENCE SHORT SLEEVE POLO W/ ZIPPER - FEMALE	NO Bid	

8A	FLEET - PROPERTY/EVIDENCE SHORT SLEEVE POLO W/ ZIPPER - MALE	No Bid	
9	SWEATER (BLACK)	\$79.95	0210BK
10	DRESS TROUSERS - FEMALE	\$57.95	39460
11	DRESS TROUSERS - MALE	\$57.95	39410
12	UNIFORM TIE (BLACK)	\$4.75	90080BH
13	WINDBREAKER (BLACK) Tact Squad	\$45.85	9001BK
14	COVERALLS	\$39.85	48799BK
15	SPIEWAK 3-SEASON JACKET (Brand Name or Equal)	\$185.85	S3616
16	Nameplate	\$8.95	NP100
17	8" Ultra Lites Side Zip Boots	\$92.95	E02261
18	8" Tactical Leather/Nylon Boots	\$89.95	E02260
19	Collar Insignia	\$11.95	Custom
21	Hat (Midway Cap-Police 8 point)	\$35.85	DPD-MID-PRTL
22	Black Sheriff Beanie	\$21.95	0125
23	6 Pocket EMT Uniform Pants, Navy Blue	\$78.85	39300
24	Long Sleeve Uniform Shirt / French Blue	\$50.85	35W7826Z
25	Short Sleeve Uniform Shirt / French Blue	\$46.85	8sR7826Z

**SANTA FE COUNTY
PUBLIC SAFETY DEPARTMENT**

INVITATION FOR BIDS



****RE-BID****

IFB# 2017-0019-SD/IC

**UNIFORMS
FOR SHERIFF'S OFFICE**

August 2017

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ADVERTISEMENT

SANTA FE COUNTY

INVITATION FOR BIDS

IFB# 2017-0019-SO/IC

****RE-BID****

**UNIFORMS FOR
SHERIFF'S OFFICE**

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

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

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

www.santafecounty.org/about_us/current_bid_solicitations.php

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

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

BID INSTRUCTIONS

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

Hand Delivery or by Courier:

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

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

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

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

8. Campaign Contribution Disclosure Form

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

GENERAL TERMS & CONDITIONS

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

All items bid or services are to be delivered F.O.B. Santa Fe County, at a site to be determined by the County at the time a purchase order is released, except specifically set forth herein. In the event of failure of the bidder to deliver in accordance with this requirement, the bidder shall be liable to the County for late delivery liquidated damages in the amount of \$100.00 each day the materials and services are delivered late.
5. **Payment Terms:** Santa Fe County has a period of net thirty (30) days from acceptance of goods or services to pay the contractor.
6. **Applicable Taxes:** Bid prices offered by interested bidders are not to include applicable taxes. The County agrees to pay all applicable taxes where required. Santa Fe County is exempt from paying taxes on supplies and goods. The awarded bidder may request a non-taxable transaction certificate (NTTC) from the Purchasing Division.
7. **Estimated Quantities:** All bidders understand that any quantities stated in this IFB are estimated quantities and those actual quantities may vary. Santa Fe County assumes no liability in the event actual requirements do not equal the stated estimated quantities. Actual purchases by the County for materials and/or services stated in this IFB are contingent upon available funding.
8. **Inspection and Acceptance:** Final inspection and acceptance of materials will be made by the County at the point of delivery. Non-conforming materials shall be rejected by the

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

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

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

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

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

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

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

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

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

30. **Notice:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kick backs.

31. **Preferences in Procurement:**

A. *New Mexico In-state Preference.*

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

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

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

OR

B. New Mexico Resident Veteran Preference.

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

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

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

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

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

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

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

SUPPLEMENTAL TERMS & CONDITIONS

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

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

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

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

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GENERAL SPECIFICATIONS

A. OBJECTIVE DESCRIPTION

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

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

B. SCOPE OF WORK

The contractor shall:

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

UNIFORM SPECIFICATIONS

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

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

1. Long Sleeve Uniform Shirts (Female)

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

Manufacturer: **Flying Cross or equivalent**

Color: **Gray**

2. Short Sleeve Uniform Shirts (Female)

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

Manufacturer: **Flying Cross or equivalent**

Color: **Gray**

3. Long Sleeve Uniform Shirts (Male)

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

Manufacturer: **Flying Cross or equivalent**
Color: **Gray**

4. **Short Sleeve Uniform Shirt (Male)**

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

Manufacturer: **Flying Cross or equivalent**
Color: **Gray**

5. **Sweater**

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

Manufacturer: **Blauer or equivalent**
Color: **Black**

6. **Trousers (Female)**

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

Manufacturer: **Flying Cross or equivalent**
Color: **Black**

7. **Dress Trousers (Female)**

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

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

Manufacturer: **Flying Cross or equivalent**

Color: **Black**

8. **Trousers (Male)**

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

Manufacturer: **Flying Cross or equivalent**

Color: **Black**

9. **Dress Trousers (Male)**

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

Manufacturer: **Flying Cross or equivalent**

Color: **Black**

10. **Uniform Tie**

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

Manufacturer: **Uniform Dravats or equivalent**

Color: **Black**

11. Windbreaker

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

Color: **Black**

12. Coveralls

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

Manufacturer: **Dickie or equivalent**

Color: **Black**

13. Jacket (All-Season)

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

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

Color: **Black**

14. Name Plate

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

15. Hat

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

Color: **Black**

BID FORM

Project: Uniforms for the Sheriff's Office

IFB No. 2017-0019-SO/IC

Bidder Information:

This Bid is submitted to:

Name:

Santa Fe County Purchasing Division

Address:

142 W. Palace Ave. (2nd Floor)

Santa Fe, New Mexico 87501

Attn: Pamela Lindstam

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

UNIFORMS FOR SHERIFF'S OFFICE

Firm Name (typed or printed)

Signature

Name

Title

Email Address

Telephone: (____) _____

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

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

(____) Bid Security (Included in Bid)

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

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

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

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

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

REFERENCES REQUIRED WITH BID SUBMITTAL:

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

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

EXHIBIT A

Bidder must include price for all items listed.

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

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

Contractor's Name: _____

Contractor's Phone: _____ Email address: _____

Signature of Authorized Contractor's Agent: _____

Title: _____

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

UNIFORMS FOR SHERIFF'S OFFICE

IFB# 2017-0019-SO/IC

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

BIDDER: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO: _____

E-MAIL: _____ FAX NO: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

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

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX C

Resident Veterans Preference Certification

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

Please check one box only:

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

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

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

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS _____ DAY OF _____, 2016.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D

**SAMPLE
PRICE AGREEMENT
UNIFORMS FOR SHERIFF'S OFFICE**

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

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

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

2. GOODS TO BE PROVIDED

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

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

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

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

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

5. CANCELLATION.

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

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

6. TERMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. INSURANCE.

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

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

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

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

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

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

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

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

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

To the Contractor:

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

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

SANTA FE COUNTY

Katherine Miller
Santa Fe County Manager

Date

APPROVED AS TO FORM

Gregory S. Shaffer
Santa Fe County Attorney

Date

FINANCE DEPARTMENT

Carole H. Jaramillo
Santa Fe County Finance Director

Date

CONTRACTOR

Signature

Date

Print Name and Title

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *October 28, 2016*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Procurement Manager, CPO*

VIA: *Katherine Miller, County Manager*
Jeffery Trujillo, ASD Director
David Sperling, Fire Chief

ITEM AND ISSUE: BCC Meeting November 8, 2016

Request Approval of Amendment No. 3 to Price Agreement No. 2014-0066-FD/IC with Kaufman's West, LLC, for uniforms for the Fire Department and grant signature authority to the County Manger to sign the purchase orders. (Bill Taylor, Purchasing Division)

SUMMARY:

The Purchasing Division and the Fire Department are requesting BCC approval of Amendment No. 3 to Price Agreement No. 2014-0066-FD/IC with Kaufman's West LLC. for uniforms for the Fire Department.

BACKGROUND:

In November, 2014, Santa Fe County entered into a firm fixed Price Agreement No. 2014-0066-FD/IC with Kaufman's West LLC. for uniforms for the County Fire Department. The contract was originally signed by the County Manager for the initial two year term of the contract because the total amount budgeted for this contract by the Fire Department was below her signature authority. Amendment No. 1 to the Agreement revised Exhibit A with the addition of long sleeve T-shirt's, amendment no. 2 extended the term of the Agreement one year from November 27, 2015 to November 27, 2016. The Fire Department would like to exercise the last option to extend the contract for an additional one year term, however the total contract amount that may be expended, including this Amendment No. 3, will exceed the County Managers signature authority. Therefore, the Purchasing Department requests approval from the BCC for Amendment No. 3 to Price Agreement No. 2014-0066-FD/IC to extend the price agreement an additional year.

ACTION REQUESTED:

The Purchasing Division and the Fire Department are requesting BCC approval of Amendment No. 3 to Price Agreement No. 2014-0066-FD/IC with Kaufman's West LLC. for uniforms for the Fire Department and grant signature authority to the County Manager to sign the purchase orders.

**AMENDMENT NO. 3 TO PRICE AGREEMENT
WITH KAUFMAN'S WEST, LLC FOR
UNIFORMS FOR THE FIRE DEPARTMENT**

THIS AMENDMENT is made and entered into this ____ day of _____ 2016, by and between **Santa Fe County**, hereinafter referred to as "County", a New Mexico political subdivision, and **Kaufman's West, LLC**, hereafter referred to as "the Contractor."

WHEREAS, in accordance with Section 13-1-103 through Section 13-1-110 NMSA 1978, the County issued Invitation for Bid (IFB) No. 2014-0066-FD/IC to purchase uniforms for the Fire Department; and

WHEREAS, on November 27, 2013 the County and Contractor entered into Price Agreement No. 2014-0066-FD/IC (the Agreement) for the purchase or replacement of uniforms and related accessories for the Fire Department; and

WHEREAS, Article 7, (Amendment) of the Agreement allows the parties to amend the Agreement by an instrument in writing executed by the parties hereto; and

WHEREAS, Amendment No. 1 to the Agreement provided for Contractor's provision of additional uniforms and related accessories by replacing Exhibit A attached to the Agreement; and

WHEREAS, Amendment No. 2 to the Agreement extended the term of the Agreement from November 27, 2015 to November 27, 2016 and provided for Contractor's provision of additional uniform pants by replacing Exhibit A attached to the Agreement; and

WHEREAS, according to Article 4 (Term) of the Agreement the County has the option to renew the term of the Agreement on the same terms and conditions annually not to exceed a total of four (4) years; and

WHEREAS, the County wishes to amend the Agreement to extend the term of the Agreement to November 27, 2017 and both parties desire to enter into this Amendment.

NOW THEREFORE, both parties agree as follows:

1. Article 4 (Term of this Agreement) a new subparagraph "b" is inserted to read as follows:
 - b. By Amendment No. 3, the term of this Agreement is extended for one (1) year from November 27, 2016 to November 27, 2017 on the same terms and conditions as stated herein.
2. All other provisions of Agreement No. 2014-0066-FD/IC not specifically amended or modified by Amendment No. 1, Amendment No. 2 and this Amendment No. 3 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 3 to this Price Agreement 2014-0066-FD/IC as of the date first written above.

SANTA FE COUNTY:

Miguel M. Chavez, Chair
Santa Fe County Board of County Commissioners

Date _____

ATTESTATION:

Geraldine Salazar,
Santa Fe County Clerk

Date _____

Approved as to form:

Gregory S. Shaffer
Santa Fe County Attorney

Date _____

Finance Department Approval:

Don D. Moya
Santa Fe County Finance Director

Date _____

CONTRACTOR:

Date _____

By: _____
(Print Name)

Its: _____
(Print Title)

**AMENDMENT NO. 3 TO PRICE AGREEMENT
WITH KAUFMAN'S WEST, LLC FOR
UNIFORMS FOR THE FIRE DEPARTMENT**

THIS AMENDMENT is made and entered into this _____ day of _____ 2016, by and between **Santa Fe County**, hereinafter referred to as "County", a New Mexico political subdivision, and **Kaufman's West, LLC**, hereafter referred to as "the Contractor."

WHEREAS, in accordance with Section 13-1-103 through Section 13-1-110 NMSA 1978, the County issued Invitation for Bid (IFB) No. 2014-0066-FD/IC to purchase uniforms for the Fire Department; and

WHEREAS, on November 27, 2013 the County and Contractor entered into Price Agreement No. 2014-0066-FD/IC (the Agreement) for the purchase or replacement of uniforms and related accessories for the Fire Department; and

WHEREAS, Article 7, (Amendment) of the Agreement allows the parties to amend the Agreement by an instrument in writing executed by the parties hereto; and

WHEREAS, Amendment No. 1 to the Agreement provided for Contractor's provision of additional uniforms and related accessories by replacing Exhibit A attached to the Agreement; and

WHEREAS, Amendment No. 2 to the Agreement extended the term of the Agreement from November 27, 2015 to November 27, 2016 and provided for Contractor's provision of additional uniform pants by replacing Exhibit A attached to the Agreement; and

WHEREAS, according to Article 4 (Term) of the Agreement the County has the option to renew the term of the Agreement on the same terms and conditions annually not to exceed a total of four (4) years; and

WHEREAS, the County wishes to amend the Agreement to extend the term of the Agreement to November 27, 2017 and both parties desire to enter into this Amendment.

NOW THEREFORE, both parties agree as follows:

1. Article 4 (Term of this Agreement) a new subparagraph "b" is inserted to read as follows:
 - b. By Amendment No. 3, the term of this Agreement is extended for one (1) year from November 27, 2016 to November 27, 2017 on the same terms and conditions as stated herein.
2. All other provisions of Agreement No. 2014-0066-FD/IC not specifically amended or modified by Amendment No. 1, Amendment No. 2 and this Amendment No. 3 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. J to this Price Agreement 2014-0066-FD/IC as of the date first written above.

SANTA FE COUNTY:

Katherine Miller, Manager
Santa Fe County

Date

Approved as to Form

Gregory S. Shaffer
Santa Fe County Attorney

10-17-16
Date

Finance Department Approval

Carole H. Jaramillo
Finance Director

10/19/16
Date

CONTRACTOR:

(Signature)

Renee Bunn
(Print Name)

Operations Manager
(Print Title)

10-27-2016
Date

**AMENDMENT NO. 2 TO PRICE AGREEMENT
WITH KAUFMAN'S WEST, LLC FOR
UNIFORMS FOR THE SANTA FE COUNTY FIRE DEPARTMENT**

THIS AMENDMENT is made and entered into this 20 day of October 2015, by and between Santa Fe County, hereinafter referred to as "County", a New Mexico political subdivision, and Kaufman's West, LLC, hereafter referred to as "the Contractor."

WHEREAS, in accordance with Section 13-1-103 through Section 13-1-110 NMSA 1978, the County issued Invitation for Bid No. 2014-0066-FD/IC to purchase uniforms for the Santa Fe County Fire Department; and

WHEREAS, on November 27, 2013 the County and Contractor entered into Price Agreement No. 2014-0066-FD/IC (the Agreement) for the purchase or replacement of uniforms and related accessories for the Santa Fe County Fire Department; and

WHEREAS, according to Article 7 (Amendment) of the Agreement, the parties may amend the Agreement by an instrument in writing executed by the parties; and

WHEREAS, Amendment No. 1 replaced the "Exhibit A" attached to the Agreement to authorize the Contractor to provide additional uniforms and related accessories under the Agreement; and

WHEREAS, according to Article 4 (Term) of the Agreement the County has the option to extend the term of the Agreement annually on the same terms and conditions; and

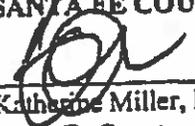
WHEREAS, the County wishes to amend the Agreement to extend the term of the Agreement to November 27, 2016, and replace "Exhibit A" with an updated list of 23 uniforms and accessories to be provided by the Contractor and both parties desire to enter into this Amendment.

NOW THEREFORE, both parties agree as follows:

1. Article 4 (Term of this Agreement) a new subparagraph "a" is inserted to read as follows:
 - a. By Amendment No. 2, the term of this Agreement is extended for one year from November 27, 2015 to November 27, 2016, on the same terms and conditions as stated herein.
2. The Agreement is further amended by deleting "Exhibit A" in its entirety and replace it with the "Exhibit A" attached hereto listing 23 items and accessories.
3. All other provisions of Agreement No. 2014-0066-FD/IC not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 2 to this Price Agreement 2014-0066-FD/IC as of the date first written above.

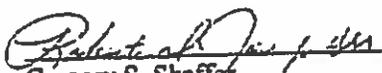
SANTA FE COUNTY:



Katherine Miller, Manager
Santa Fe County

10-20-15
Date

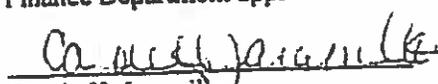
Approved as to form



Gregory S. Shaffer
Santa Fe County Attorney

10-6-15
Date

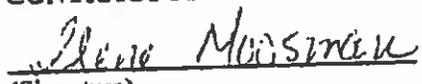
Finance Department approval



Carole H. Jaramillo
Finance Department Director

10/7/11
Date

CONTRACTOR:



(Signature)

10/20/15
Date

Ilene Moosman
(Print Name)

Manager of Wholesale Sales
(Print Title)

EXHIBIT A

Item	Item Description	Price per item	Manufacturer
1.	All wool ball cap	\$ 19.90	Richardson
2	Poplin ball cap	\$ 13.90	Richardson
3	Uniform Class A Cap Firefighter	\$ 58.90	Midway
	Uniform Class A Cap Lieutenant	\$ 66.90	
	Uniform Class A Cap Captain	\$ 69.90	
	Uniform Class A Cap Chief (includes District, Deputy and Assistant)	\$ 94.90	
4	Uniform Class A long Coat	\$212.90	Libeco
	Sewing per patch/per sleeve	\$ 2.25	Elbeco
	Sewing gold or silver ribbon on sleeve	\$ 6.90	Elbeco
		Per Stripe	
5	Uniform Class A Trousers	\$ 86.90	Elbeco
6	Uniform Class A gloves	\$ 6.90	Parade
7	Uniform Duty Shirt		Elbeco
	Long sleeve	\$ 38.90	Elbeco
	Short Sleeve	\$ 33.90	Elbeco
	Patch sewing	\$ 2.25	N/A
8	Uniform Polo Shirt		
	Long Sleeve	\$ 67.90	511
	Short Sleeve	\$ 62.90	511
9	Uniform T-shirt	\$ 11.90	Hanes
10	Collar Brass	\$ 21.90 Each	Blackington
11	Traditional Nomex Uniform pant		
	6.0 ounce	\$ 93.90	Workrite
	7.5 ounce	\$104.90	Workrite
12	Plain duty Garrison Belt	\$ 18.90	Duty
13	Tactical Belt	\$ 29.90	Blackhawk
14	Physical training shorts	\$ 16.90	Jersey
15	Sweatpants	\$ 17.90	Jersey
16	Sweatshirts	\$ 24.90	Jersey
17	Duty Jacket 5-in-1	\$238.90	511
	Option: 1" reflective tape sewn onto both arms just above and below elbow and 1" band over back of coat	\$ 54.90	
18A*	Duty Jacket Parka #48063	\$291.90	511
	Option: 1" reflective tape sewn onto both arms just above and below elbow and 1" band over back of coat	\$ 54.90	
18	Duty Jacket Parka	\$286.90	511
	Option: 1" reflective tape sewn onto both arms just above and below elbow and 1" band over back of coat		

19	Name Tag	\$ 12.90	Reeves
20	Uniform Tie	\$ 6.90	Duty
21	1/2 Zip Neck Job Shirt	\$ 79.90	511
22*	Long sleeve Tee shirts	\$ 16.90	Hanes
23**	EMS Pants Navy Blue (PA65-7905)		Topps Firewear
	Waist size 28 to 46	\$136.25	
	Waist size 48 to 50	\$161.79	

* Amendment No. 1 Changes/Additions
 ** Amendment No. 2 Additions

OVERSIZE CHARGES:

Apply to all sized clothing and duty items, as follows:

- Long lengths and XXL: Add 10%
- XXXL: Add 20%
- XXXXL: Add 30%

**AMENDMENT NO. 1 TO PRICE AGREEMENT
WITH KAUFMAN'S WEST, LLC FOR
UNIFORMS FOR SANTA FE COUNTY
FIRE DEPARTMENT**

THIS AMENDMENT is made and entered into this 21st day of January, 2014, by and between Santa Fe County, hereinafter the "County", a New Mexico political subdivision, and Kaufman's West, LLC hereafter the "Contractor."

WHEREAS, in accordance with Section 13-1-103, NMSA 1978, the County issued Invitation to Bid 2014-0066-FD/IC to procure a price agreement for uniforms and accessories for the County Fire Department;

WHEREAS, on November 27, 2013 the County and Contractor entered into Price Agreement No. 2014-0066-FD/IC for the purchase of uniforms and related accessories for the County Fire Department. The uniforms and products which are the subject of the Price Agreement are those items listed on "Exhibit A," which is the Contractor's bid sheet and a bid continuation sheet, attached to and incorporated by reference into the Price Agreement;

WHEREAS, Article 7 (Amendment) of the Price Agreement allows the parties to amend the Agreement by an instrument in writing executed by the parties;

WHEREAS, the County wishes to add uniforms and accessories to Exhibit A and both parties desire to enter into this Amendment No.1 to replace Exhibit A with a new Exhibit A that lists the additional uniforms and supersedes the previous Exhibit A;

WHEREAS, with this Amendment No. 1 to add uniforms and accessories to Exhibit A, the Contractor's prices for uniforms and related accessories previously listed on Exhibit A including the bid continuation sheet, are unchanged and remain the same.

NOW THEREFORE, both parties agree as follows:

1. Price Agreement No. 2014-0066-FD/IC, replace the original Exhibit A and bid continuation sheet, with the revised "Exhibit A" attached hereto.
2. All references to "Exhibit A" in Price Agreement No. 2014-0066-FD/IC are references to uniforms, items and products listed on Exhibit A attached hereto and incorporated by reference into Agreement No. 2014-0066-FD/IC.
3. All other provisions of Agreement No. 2014-0066-FD/IC not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

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

SANTA FE COUNTY:

Katherine Miller
Katherine Miller, Manager
Santa Fe County

1.21.2014
Date

Approved as to Form

Stephen C. Ross
Stephen C. Ross
Santa Fe County Attorney

1/10/14
Date

Finance Department Approval

Teresa C. Martinez
Teresa C. Martinez
Finance Department Director

1/17/14
Date

CONTRACTOR:

(Signature)

Date

(Print Name)

(Print Title)

SANTA FE COUNTY:

Katherine Miller
Katherine Miller, Manager
Santa Fe County

Date

Approved as to Form

Stephen C. Ross
Stephen C. Ross
Santa Fe County Attorney

1/10/14
Date

Finance Department Approval

Teresa C. Martinez
Teresa C. Martinez
Finance Department Director

1/7/14
Date

CONTRACTOR:

Nathan Korn
(Signature)

1/18/2014
Date

NATHAN KORN
(Print Name)

PRESIDENT
(Print Title)

EXHIBIT A

Item	Item Description	Price per item	Manufacturer
1.	All wool ball cap	\$ 19.90	Richardson
2	Poplin ball cap	\$ 13.90	Richardson
3	Uniform Class A Cap Firefighter	\$ 58.90	Midway
	Uniform Class A Cap Lieutenant	\$ 66.90	
	Uniform Class A Cap Captain	\$ 69.90	
	Uniform Class A Cap Chief (includes District, Deputy and Assistant)	\$ 94.90	
4	Uniform Class A long Coat	\$212.90	Elbeco
	Sewing per patch/per sleeve	\$ 2.25	Elbeco
	Sewing gold or silver ribbon on sleeve	\$ 6.90 Per Stripe	Elbeco
5	Uniform Class A Trousers	\$ 86.90	Elbeco
6	Uniform Class A gloves	\$ 6.90	Parade
7	Uniform Duty Shirt		Elbeco
	Long sleeve	\$ 38.90	Elbeco
	Short Sleeve	\$ 33.90	Elbeco
	Patch sewing	\$ 2.25	N/A
8	Uniform Polo Shirt		
	Long Sleeve	\$ 67.90	511
	Short Sleeve	\$ 62.90	511
9	Uniform T-shirt	\$ 11.90	Hanes
10	Collar Brass	\$ 21.90 Each	Blackington
11	Traditional Nomex Uniform pant		
	6.0 ounce	\$ 93.90	Workrite
	7.5 ounce	\$104.90	Workrite
12	Plain duty Garrison Belt	\$ 18.90	Duty
13	Tactical Belt	\$ 29.90	Blackhawk
14	Physical training shorts	\$ 16.90	Jersey
15	Sweatpants	\$ 19.90	Jersey
16	Sweatshirts	\$ 24.90	Jersey
17	Duty Jacket 5-in-1	\$238.90	511
	Option: 1" reflective tape sewn onto both arms just above and below elbow and 1" band over back of coat	\$ 54.90	
18A*	Duty Jacket Parka #48063	\$291.90	511
	Option: 1" reflective tape sewn onto both arms just above and below elbow and 1" band over back of coat	\$ 54.90	
18	Duty Jacket Parka	\$286.90	511
	Option: 1" reflective tape sewn onto both arms just above and below elbow and 1" band over		

	back of coat		
19	Name Tag	\$ 12.90	Reeves
20	Uniform Tie	\$ 6.90	Duty
21	¼ Zip Neck Job Shirt	\$ 79.90	511
22*	Long sleeve Tee shirts	\$ 16.90	Hanes

*** Amendment No. 1 Changes/Additions**

OVERSIZE CHARGES:

Apply to all sized clothing and duty items, as follows:

- Long lengths and XXL: Add 10%
- XXXL: Add 20%
- XXXXL: Add 30%

**PRICE AGREEMENT
UNIFORMS FOR THE FIRE DEPARTMENT**

THIS AGREEMENT is made and entered into this 27 day of November, 2013 by and between Santa Fe County, a political subdivision of the County of the State of New Mexico (hereinafter referred to as the "County") and Kaufman's West LLC, located at 1660 Eubank NE, Albuquerque, New Mexico 87112 (hereinafter referred to as the "Contractor.")

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

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

2. GOODS TO BE PROVIDED

- A. **Purchase.** Exhibit A of this Price Agreement are 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 #2014-0066-FD/IC.
- 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# 2014-0066-FD/IC 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 federal and county tax identification number(s). If the Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor written evidence of such exemption(s).

4. **TERM OF THIS AGREEMENT.** This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement shall be two (2) years from the Effective Date. The County has the option to renew on the same terms and conditions annually not to exceed a total of 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
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276

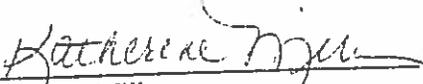
To the Contractor:
Kaufman's West LLC
Attention: Nathan Korn
1660 Eubank NE
Albuquerque, N.M. 87112

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, if applicable
The Contractor hereby irrevocably appoints Nathan Korn, located at 1660 Eubank NE, Albuquerque, New Mexico 87112, a New Mexico resident 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.

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

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager

11.27.13
Date

APPROVED AS TO FORM

Stephen C. Ross
Stephen C. Ross
Santa Fe County Attorney

11/6/13
Date

FINANCE DEPARTMENT APPROVAL

Teresa C. Martinez
Teresa C. Martinez, Director
Santa Fe County Finance Department

11/6/2013
Date

KAUFMAN'S WEST LLC

Signature

Date

Print Name

Print Title

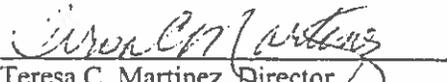
FEDERAL TAX I.D. NUMBER: _____

APPROVED AS TO FORM

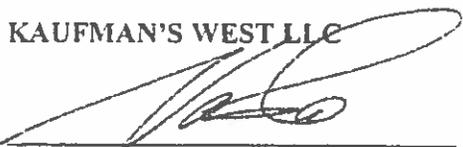

Stephen C. Ross
Santa Fe County Attorney

11/6/13
Date

FINANCE DEPARTMENT APPROVAL


Teresa C. Martinez, Director
Santa Fe County Finance Department

11/6/13
Date

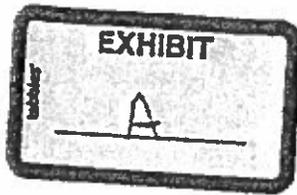
KAUFMAN'S WEST LLC

Signature

11/24/2013
Date

NATHAN KORN
Print Name

PRESIDENT
Print Title

FEDERAL TAX I.D. NUMBER: 85-0284482



IFB # 2014-0066-FD/IC

IFB# 2014-0066-FD/IC

Please offer your best price, for each item as outlined below. The Bidders shall complete the following bid sheet in full, for Bid No. 2014-0066-FD/IC, including signature at the bottom as stated. Be advised that award may be made without discussion with Bidders on offers received. Offers will be accepted until 2:00 P.M. on Monday September 30, 2013.

References: Bids must include four (4) emergency services organizations as references from clients who received similar services from the vendor in the past 24 months. The minimum information that must be provided about each reference is:

- a. Name of individual or company where services were provided.
- b. Address of individual or company.
- c. Name of contact person.
- d. Telephone number of contact person.
- e. Type of services provided and dates services were provided.

BIDDERS SHALL PROVIDE SAMPLES OF EACH ARTICLE OF CLOTHING WITH THE BID, EXHIBIT A, WHICH THE BIDDER WILL MAKE ARRANGEMENTS TO HAVE RETURNED AFTER AWARD OF THE CONTRACT.

EXHIBIT A

Item	Est. qty	Item Description	Price per item	Manufacturer
1.	75	All wool ball cap	\$ 19.90	RICHARDSON
2	75	Poplin ball cap	\$ 13.90	"
3	75	Uniform class A Dress cap Bell Crown (air force style)	\$ SEE CONTINUATION SHEET	MIDWAY SHEET
4	75	Uniform Class A long Coat	\$ 212.90	ELBECCO
		Sewing per patch/per sleeve	\$ 2.25	"
		Sewing gold or silver ribbon on sleeve	\$ 6.90/STRIPE	"
5	75	Uniform Class A Trousers	\$ 86.90	"
6	75	Uniform Class A gloves	\$ 6.90	PARADE
7	75	Uniform Duty Shirt Long sleeve	\$ 38.90	ELBECCO
		Short Sleeve	\$ 33.90	"
		Patch sewing	\$ 2.25	
8	75	Uniform Polo Shirt Long Sleeve	\$ 67.90	511
		Short Sleeve	\$ 62.90	511
			\$ 62.90	
9	75	Uniform T-shirt	\$ 11.90	HANES
10	75	Collar Brass	\$ 21.90/EACH	BLACKINTON
11	75	Traditional Nomex Uniform pant 6.0 ounce	\$ 93.90	WORKRITE
		7.5 ounce	\$ 104.90	WORKRITE
12	75	Plain duty Garrison Belt	\$ 18.90	DUTY

13	75	Tactical Belt	\$ 29.90	BLACKHAWK
14	75	Physical training shorts	\$ 16.90	JERSEY
15	75	Sweatpants	\$ 19.90	"
16	75	Sweatshirts	\$ 24.90	"
17	75	Duty Jacket 5-in-1	\$ 238.90	SII
18	75	Duty Jacket Parka	\$ 286.90	SII
19	75	Name Tag	\$ 12.90	REEVES
20	75	Uniform Tie	\$ 6.90	DUTY
21	75	¼ Zip Neck Job Shirt	\$ 79.90	SII

CONTINUATION SHEET

(CONTINUATION SHEET FORMS A PART OF OUR BID)

Contractor's Name: KAUFMANS WEST LLC

Contractor's Phone: 505-293-2300 Fax #: 505-275-1441

Signature Of Authorized Contractor's Agent: *Renee Y*

Title: OPERATIONS MANAGER
RENAE BONN

THIS SPACE LEFT BLANK INTENTIONALLY

