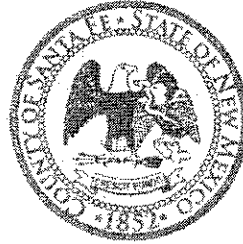


Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *November 14, 2018*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Procurement Manager*

VIA: *Katherine Miller, County Manager*
Michael K. Kelly, Public Works Director
Stephanie S. Clarke, Finance Director

ITEM AND ISSUE: BCC MEETING November 27, 2018

Approval of Multiple Source Award, Multiple Year Contracts Nos. 2019-0004-A-PW/MAM, 2019-0004-B-PW/MAM and 2019-0004-C-PW/MAM for the Purchase of Various Traffic Control Devices for County Road Improvement Projects Throughout the County; Granting Signature Authority to the County Manager to Sign the Purchase Orders, (Bill Taylor, Purchasing Division)

Issue:

Santa Fe County Purchasing Division on behalf of the Public Works Department issued an Invitation for Bid (IFB) No. 2019-0004-PW/MAM for the purchase of various traffic control devices, as reflective signage and pavement marking material. The IFB was issued on September 16 & September 17, 2018 and the following Bids were received on October 22, 2018:

Ozark Materials, LLC	Greenville, AL
Avery Dennison	Niles, IL
3M Company	St. Paul, MN
Osburn and Associates	Logan, OH

The County Purchasing Division is requesting contract award to Ozark Materials, LLC, Avery Dennison and 3M Company.

The Invitation for Bid designated that the Procurement would be a multiple source, multiple term, and indefinite quantity contract for award, pursuant to NMSA 1978, 13-1-153 and 13-1-154-1B of the procurement code. In addition, pursuant to Resolution 2012-5 Section Two – Periodic Rebidding of the County Purchasing Regulations, any modification to the contract term requires BCC approval.

Background:

The Public Works Department is responsible for road maintenance and repairs on all County right of ways throughout the County. Providing for traffic control devices during road construction, maintenance and repairs projects is key and essential to protect the health, safety and welfare of the public and its residents. It is in the best interest of the County and the public to award multiple contracts to meet the demand for these supplies.

ACTION REQUESTED

Approval of multiple source award contracts Nos. 2019-0004-A-PW/MAM, 2019-0004-B-PW/MAM and 2019-0004-C-PW/MAM for the purchase and delivery of reflective signs and pavement marking materials granting signature authority to the County Manager to sign the purchase order.

**PRICE AGREEMENT
WITH OZARK MATERIALS, LLC, FOR PURCHASE AND DELIVERY
OF REFLECTIVE SIGN AND PAVEMENT MARKING MATERIAL**

THIS AGREEMENT is made and entered into this _____ day of _____ 2018 by and between **Santa Fe County**, a political subdivision of the state of New Mexico (hereinafter "County") and **Ozark Materials, LLC**, 591 Glendale Avenue, Greenville, AL 36037 (hereinafter "Contractor").

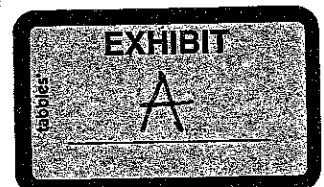
IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

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 to be provided by the Contractor.
- D. "Price Agreement" means this indefinite quantity Price Agreement which requires the Contractor to provide reflective sign and pavement marking material to a Using Department which issues a Purchase Order.
- E. "Price" means the fixed prices paid by the County and its Departments for reflective sign and pavement marking material 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 supply and delivery of reflective sign and pavement marking material. 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 No. 2019-0004-A-PW/MAM.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the items listed on 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. 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 for IFB No. 2019-0004-PW/MAM, 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 supply and 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 Attachment A 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 the Using Department gives notice of partial acceptance or rejection within the time specified in Paragraph 2.E.3. 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 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 Agreement shall become effective on the date last signature by the parties hereto and shall terminate four years later, unless earlier terminated pursuant to Section 6 (Termination) or Section 11 (Appropriations and Authorizations).
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 for convenience by the County, without penalty, at any time prior to the termination date of this Price Agreement. County will provide at least 20 days prior written notice to the Contractor of the date of termination. A notice of termination for convenience by the County shall not affect any outstanding order(s) issued under this Price Agreement prior to the effective date of termination.
- 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 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 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 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 Disclosure 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), the Contractor shall increase the maximum limits of any insurance required herein.

20. APPLICABLE LAW; 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*.

21. 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.

22. 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 a 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.

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

24. 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 business days after being mailed.

To the County:

Santa Fe Public Works Department
Attn: John Baca, Traffic Manager
102 Grant Avenue
PO Box 276
Santa Fe, New Mexico 87504-0276

To the Contractor:

Ozark Materials, LLC
Attn: Michael Dean
591 Glendale Avenue
Greenville, Alabama 36037

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.

25. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS. The Contractor hereby irrevocably appoints CT Corporation System, 206 S. Coronado Ave, Espanola, NM 87532 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 last signature by the parties hereto.

SANTA FE COUNTY:


Anna Hansen, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Date

Approved as to form:

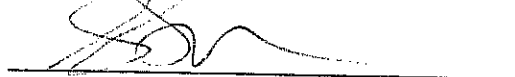


R. Bruce Frederick
Santa Fe County Attorney

11-13-18

Date

Finance Department:



Stephanie S. Clarke
Finance Department

11/13/18

Date

CONTRACTOR:

Signature

Date

By: _____
(Print name)

Its: _____
(Print title)

ATTACHMENT A

UNIT PRICING

PURCHASE AND DELIVERY OF REFLECTIVE SIGN & PAVEMENT MARKING MATERIAL

Unit prices indicated below include all costs for labor, equipment, tools, materials, federal tax, permits, licenses, fees, freight, and any other items necessary to complete the services.

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
1	10,000	SF	Non-reflective sheeting (Vinyl film) and border material, all standard colors, white and black series.		No Bid
2	9,000	SF	Acrylic, colored film with pressure sensitive adhesive for application over reflective sheeting. For use in electronic cutting apparatus that require non-punched material, all standard colors, white and black series.		No Bid
3	375	SF	Protective overlay film solvent and graffiti resistant transparent film coated with pressure sensitive adhesive, to be compatible with all process inks used in sign sheeting.		No Bid
4	500	SF	Transparent protective overlay film coated with pressure sensitive adhesive. Resists stains, solvents, graffiti and stickers. UV resistant with less than 6% reflectivity loss from initial retro-reflectivity values. Compatible with all electronic cut-able film and process inks used in sign sheeting.		No Bid
5	9,000	SF	Prismatic reflective sheeting and border material ASTM Type IV,		No Bid

			all standard colors.		
6	9,000	SF	Prismatic reflective sheeting and border material ASTM Type VIII, all standard colors		No Bid
7	3,000	SF	Prismatic reflective sheeting and border material, florescent yellow-green and yellow ASTM Type VIII.		No Bid
Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
8	3,000	SF	Prismatic reflective sheeting, florescent orange ASTM Type VIII.		No Bid
9	10,000	SF	Prismatic reflective sheeting and border material, ASTM Type IX (VIP), all standard colors.		No Bid
10	7,000	SF	Reflective sheeting and border material diamond grade, VIP, florescent yellow-green, and yellow, ASTM Type IX.		No Bid
11	3,000	SF	Reflective sheeting and border material diamond grade, VIP, florescent orange, ASTM Type IX.		No Bid
12	7,000	SF	Prismatic reflective sheeting and border material, ASTM Type XI (DG3), all standard colors.		No Bid

13	7,000	SF	Reflective sheeting and border material diamond grade, DG3, florescent yellow-green and yellow, ASTM Type XI.		No Bid
14	3,000	SF	Reflective sheeting and border material diamond grade, DG3, florescent orange, ASTM Type XI.		No Bid
15	1,800	SF	Barricade pre-stripe reflective sheeting white and orange rolls 4 inch and 6 inch stripe, left or right, high intensity prismatic sheeting ASTM Type IV.		No Bid
16	10,000	SF	Transfer (pre-spacing) tape for use in lifting off legends cut on electronic cutting devices from sheeting backing and onto traffic signs.		No Bid
17	800	SF	Clear Transfer (pre-spacing) tape for use in lifting off legends cut on electronic cutting devices from sheeting backing and onto traffic signs.		No Bid
18	1,000	LF	Pavement marking tape, 4 inch temporary removable, detour grade, yellow and white, Type 1.		No Bid

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
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19	20	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Straight Arrow	\$60.89	Sixty dollars & eighty-nine cents
20	60	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Curve right or left arrow (as specified at time of order)	\$70.32	Seventy dollars & thirty two cents
21	20	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "Only" Legend	\$101.68	One hundred and one dollars & sixty-eight cents
22	50	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "School" Legend	\$157.03	One hundred and fifty-seven dollars and three cents
23	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "Stop" Legend	\$100.86	One hundred dollars and eighty-six cents
24	15	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "RR XNG" Legend	\$193.11	One hundred ninety-three dollars and eleven cents

25	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Letter "R" Legend	\$29.11	Twenty nine dollars & cents
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Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
26	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "Right" Legend	\$109.88	One hundred nine dollars & eighty-eight cents
27	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "Left" Legend	\$100.45	One hundred dollars & forty-five cents
28	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "Turn" Legend	\$103.32	One hundred three dollars & thirty-two cents
29	15	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface	\$139.81	One hundred thirty nine dollars & eighty one cents

			preparation adhesive" required as per manufacturer's recommendations. "Ahead" Legend		
30	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "PED" Legend	\$83.23	Eighty-three dollars & twenty-three cents
31	65	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "XING" Legend	\$106.19	One hundred six dollars & nineteen cents
32	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "Signal" Legend	\$139.81	One hundred thirty-nine dollars & eighty-one cents

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
33	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "Exit" Legend	\$100.45	One hundred dollars & forty-five cents

34	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "MPH" Legend	\$83.23	Eighty-three dollars & twenty three cents
35	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Numeral 0 to 9 (as specified at time of order)	\$29.52	Twenty-nine dollars & fifty-two cents
36	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Elongated straight arrow	\$61.30	Sixty-one dollars & thirty cents
37	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Elongated arrow right or left (as specified at time of order)	\$123.82	One hundred twenty-three dollars and eighty-two cents
38	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Fillet right (for elongated combination right arrow) or Fillet left (for elongated combination left arrow) (as specified at time of order)	\$123.82	One hundred twenty-three dollars and eighty-two cents

39	7,000	SF	Pre-formed pavement markings, retro-reflective, white & yellow Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Roll goods for stop bars, crosswalks, striping tape 60 mil., etc (not incl. primer)	\$4.95	Four dollars & ninety five cents
Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
40	800	SF	Pre-formed pavement markings, retro-reflective, white, Type 1, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Non-standard (custom) legends not referenced in bid (not including primer)	\$1.73	One dollar & seventy-three cents
41	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. "Bike" legend	\$103.32	One hundred three dollars & thirty-two cents
42	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. Bike rider symbol 4'	\$46.49	Forty-six dollars & forty-nine cents
43	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20.	\$67.73	Sixty-seven dollars & seventy- three cents

			Bike rider symbol 6'		
44	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. Bike rider symbol 8'	\$80.36	Eighty dollars & thirty-six cents
45	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. "HWY" Legend	88.56	Eighty-eight dollars & fifty-six cents

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
46	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. 6' Bike straight arrow legend	\$29.11	Twenty-nine dollars & eleven cents
47	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no "surface preparation adhesive" required as per manufacturer's recommendations. RR-Xing kit	\$193.11	One hundred ninety-three dollars & eleven cents

48	100	GAL	Surface preparation adhesive when required for installation conditions for pre-formed pavement markings, retro-reflective, Type 1, with no "surface preparation adhesive" required as per manufacturer's recommendations.	\$42.20	Forty-two dollars and twenty cents
49	1,000	SF	Pre-formed thermoplastic linear material, 125 millimeter thickness. No pre-heating of road surface required.	\$2.73	Two dollars & seventy-three cents
50	6,000	SF	Pre-formed thermoplastic legends, 125 millimeter thickness. No pre-heating of road surface required.	1.50	One dollar & fifty cents
51	1,000	SF	Pre-formed thermoplastic linear material 125 millimeters thickness. Pre-heating of road surface required.	2.73	Two dollars & seventy-three cents
52	1,000	SF	Pre-formed thermoplastic legends, 125 millimeters thickness. Pre-heating of road surface required.	\$1.50	One dollar & fifty cents
53	4	EA	Heat gun for applying pre-formed thermoplastic bid items. Vendor to furnish a complete price list for replacement parts.	\$395.00	Three hundred ninety-five dollars & no cents
54	6,000	LF	Barrier delineation system -retro-reflective sheeting applied to thin gauge aluminum and formed to a unique shape per manufacturer's specifications, 4 or 6 inch widths, standard colors.		No Bid

Item	Est.	Unit	Article and Description	Unit Price	Unit Price
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	Qty.			\$	Written in Word
55	6,000	LF	Barrier delineation system-retro-reflective sheeting applied to thin gauge aluminum and formed to a unique shape per manufacturer's specifications, 4 or 6 inch widths, florescent colors.		No Bid
56	800	EA	Reflective raised pavement markers, two-way (colors to be specified at time of ordering)		No Bid
57	800	EA	Reflective raised pavement markers, one-way (color to be specified at time of ordering)		No Bid
58	20	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. Straight arrow MFGR's product name: 3M 380 IES.		No Bid
59	65	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. Curve right or curve left arrow MFGR's product name: 3M 380 IES		No Bid

60	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Only" legend MFGR's product name: 3M 380 IES		No Bid
61	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "School" legend MFGR's product name: 3M 380 IES		No Bid

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
62	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Stop" legend MFGR's product name: 3M 380 IES		No Bid
63	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. RR Xing kit legend MFGR's product name: 3M 380 IES		No Bid

64	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. Letter "R" legend MFGR's product name: 3M 380 IES		No Bid
65	5	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Right" legend MFGR's product name: 3M 380 IES		No Bid
66	5	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Left" legend MFGR's product name: 3M 380 IES		No Bid
67	7	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Turn" legend MFGR's product name: 3M 380 IES		No Bid
Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word

68	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Ahead" legend MFGR's product name: 3M 380 IES		No Bid
69	5	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "PED" legend MFGR's product name: 3M 380 IES		No Bid
70	65	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Xing" legend MFGR's product name: 3M 380 IES		No Bid
71	5	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Signal" legend MFGR's product name: 3M 380 IES		No Bid
72	5	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60		No Bid

			mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Exit" legend MFGR's product name: 3M 380 IES		
73	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "MPH" legend MFGR's product name: 3M 380 IES		No Bid
Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
74	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Numeral 0 to 9" (as specified at time of ordering) MFGR's product name: 3M 380 IES		No Bid
75	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Elongated straight arrow". MFGR's product name: 3M 380 IES		No Bid

76	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Elongated straight arrow right or left (as specified at time of ordering) MFGR's product name: 3M 380 IES		No Bid
77	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Fillet right" - for elongated combination each right arrow or "Fillet left" - for elongated combination each left arrow, (as specified at time of ordering) MFGR's product name: 3M 380 IES		No Bid
78	8,000	SF	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, white and yellow, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. Roll goods for stop bars, crosswalks, striping tape, etc. (not including primer) MFGR's product name: 3M 380 IES		No Bid

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
79	1,000	SF	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive"		No Bid

			<p>required as per manufacturer's recommendations.</p> <p>Non-standard (custom) legends not referenced in bid (not including primer) MFGR's product name: 3M 380 IES</p>		
80	15	EA	<p>Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations.</p> <p>Bike lane series pavement tape legends/symbols per FHWA publication HTO-20 "Bike" legend</p> <p>(not including primer)</p> <p>MFGR's product name: 3M 380 IES</p>		No Bid
81	15	EA	<p>Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations.</p> <p>Bike lane series pavement tape legends/symbols per FHWA publication HTO-20 Bike rider symbol 4'</p> <p>(not including primer)</p> <p>MFGR's product name: 3M 380 IES</p>		No Bid
82	15	EA	<p>Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations.</p> <p>Bike lane series pavement tape legends/symbols per FHWA publication HTO-20 Bike rider symbol 6'</p>		No Bid

			(not including primer)		
			MFGR's product name: 3M 380 IES		

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
83	15	EA	<p>Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations.</p> <p>Bike lane series pavement tape legends/symbols per FHWA publication HTO-20 Bike rider symbol 8'</p> <p>(not including primer)</p> <p>MFGR's product name: 3M 380 IES</p>		No Bid
84	10	EA	<p>Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations.</p> <p>"HWY" legend</p> <p>(not including primer)</p> <p>MFGR's product name: 3M 380 IES</p>		No Bid

85	15	EA	<p>Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations.</p> <p>Bike lane series pavement tape legends/symbols per FHWA publication HTO-20.</p> <p>6'Bike straight arrow</p> <p>(not including primer)</p> <p>MFGR's product name: 3M 380 IES</p>		No Bid
86	10	EA	<p>Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations.</p> <p>RR-Xing kit</p> <p>(not including primer)</p> <p>MFGR's product name: 3M 380 IES</p>		No Bid
87	100	GAL	<p>Surface preparation adhesive when required for installation conditions for pre-formed pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation" required per manufacturer's recommendations.</p>		No Bid

**All prices are exclusive of NM Gross Receipts Tax*

BID SUBMITTED BY:

COMPANY NAME: _____

NAME: _____

SIGNATURE: _____

TITLE: _____

EMAIL ADDRESS: _____

DATE: _____

**PRICE AGREEMENT
WITH AVERY DENNISON FOR PURCHASE AND DELIVERY
OF REFLECTIVE SIGN AND PAVEMENT MARKING MATERIAL**

THIS AGREEMENT is made and entered into this _____ day of _____ 2018 by and between **Santa Fe County**, a political subdivision of the state of New Mexico (hereinafter "County") and Avery Dennison, 7542 N. Natchez Ave., Niles, IL 60714 (hereinafter "Contractor").

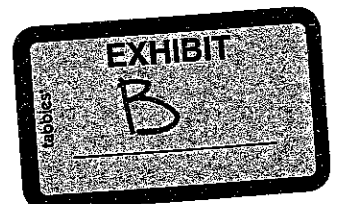
IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

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 to be provided by the Contractor.
- D. "Price Agreement" means this indefinite quantity Price Agreement which requires the Contractor to provide reflective sign and pavement marking material to a Using Department which issues a Purchase Order.
- E. "Price" means the fixed prices paid by the County and its Departments for reflective sign and pavement marking material 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 supply and delivery of reflective sign and pavement marking material. 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 No. 2019-0004-B-PW/MAM.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the items listed on 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. 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 for, IFB No. 2019-0004-PW/MAM 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 supply and 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 Attachment A 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 the Using Department gives notice of partial acceptance or rejection within the time specified in Paragraph 2.E.3. 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 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 Agreement shall become effective on the date last signature by the parties hereto and shall terminate four years later, unless earlier terminated pursuant to Section 6 (Termination) or Section 11 (Appropriations and Authorizations).

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 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 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 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 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 Disclosure 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.