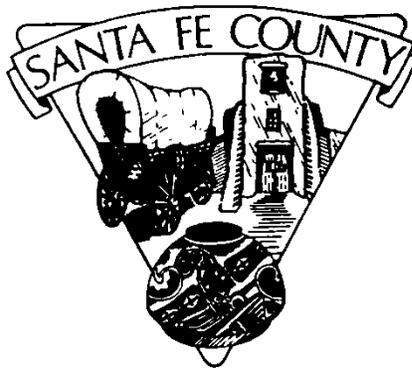


**SANTA FE COUNTY  
PUBLIC WORKS DEPARTMENT**

**INVITATION FOR BIDS**



**AUTOMOTIVE PARTS, EQUIPMENT,  
TIRES & MISCELLANEOUS  
SUPPLIES**

**IFB# 2018-0141-PW/IC**

**FEBRUARY 2018**

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**ADVERTISEMENT**

**AUTOMOTIVE VEHICLE PARTS, EQUIPMENT, AND TIRES**

**IFB# 2018-0141-PW/IC**

The Santa Fe County is requesting bids for the purpose of procuring for *Automotive Vehicle Parts, Equipment and Tires*. Santa Fe County intends to award a multiple source price agreement pursuant to Section 13-1-153 NMSA 1978. 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 must be received by 2:00 PM (MDT), on Tuesday, March 27, 2018, at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (2<sup>nd</sup> Floor), Santa Fe, NM 87501.** By submitting a bid for the requested services each firm is certifying that its bid is in compliance with regulations and requirements stated within the IFB package.

**A Pre-Bid Conference will be held on Monday, March 12, 2017 at 10:00 AM (MDT) at the Public Works Department Conference Room located at 424 NM Hwy 599 (Frontage Road), Santa Fe, New Mexico 87504.**

**ANY BID PACKAGE RECEIVED BY THE PURCHASING DIVISION AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY SANTA FE COUNTY.**

EQUAL OPPORTUNITY EMPLOYMENT: All qualified bidders will receive consideration of contract(s) without regard to race, color, religion, sex, national origin, ancestry, age, physical and mental handicap, serious mental condition, disability, spousal affiliation, sexual orientation or gender identity.

Invitation for Bid packages will be available by contacting Iris Cordova, Santa Fe County, Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, NM 87501, or by telephone at (505) 986-6337, or by email at [icordova@santafecountynm.gov](mailto:icordova@santafecountynm.gov) or on our website at [https://www.santafecountynm.gov/asd/current\\_bid\\_solicitations](https://www.santafecountynm.gov/asd/current_bid_solicitations) .

Santa Fe County  
Public Works Department  
Publish February 25 & 27, 2018

**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 **Tuesday, March 27, 2018**, at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (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) 505-986-6337

3. Bids must be submitted in a sealed envelope or container and be clearly marked with the words: **Sealed Bid Enclosed, IFB# 2018-0141-PW/IC for Automotive Vehicle, Parts, and Tires.** 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 or 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 **March 12, 2018**.

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 modification of bids shall be permitted. A bidder alleging a material mistake of fact after the opening of bids may be permitted to withdraw its 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 firm's authorized representative or agent. Resubmission of the modified bid shall be received within the specified time of bid opening to be considered.
2. **Notification of Award:** The successful bidder(s) shall be notified in writing within ten (10) working days of contract award. The successful bidder(s) will be issued subsequent purchase order(s) for goods and services.
3. **Delivery:** Unless otherwise specified, all items bid are delivered to a site determined by the County within Santa Fe County at the time of the purchase order is completed.
4. **Applicable Taxes:** Prices offered 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/or goods. The awarded bidder may request a non-taxable transaction certificate (NTTC) from the Purchasing Division.
5. **Estimated Quantities:** Any quantities stated in this solicitation are estimated quantities and actual quantities for the term of the Price Agreement may vary. Santa Fe County assumes no liability in the event actual quantities ordered do not equal stated estimated quantities. The County may order some or all of the items or may order several of the same item. Actual purchase by the County using a Price Agreement, as a result of this solicitation, are contingent upon available appropriated funding.
6. **Inspection and Acceptance:** Final inspection and acceptance of items and services will be made by the County at the destination or installation site. Non-conforming items shall be removed by the contractor at its risk and expense promptly upon notification of the non-conformance.
7. **Invoice Requirements:** Contractor invoices shall be submitted in triplicate duly certified and contain the following information:
  - Purchase order number and IFB number or Price Agreement number
  - Invoice Number
  - Unit prices with extended totals
  - Complete descriptions of items and/or services rendered
  - Separate invoices shall be issued for each completed shipment delivery and service.
8. **Right to Cancel:** The County reserves the right to cancel all or any part of any order without cost to the County if the Contractor fails to meet material provisions of an order, and except as otherwise provided herein, to hold the contractor liable for any excess costs associated with the contractor's default. The contractor shall not be liable for any excess

costs if failure to perform is due to causes beyond the contractor's control. 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 sub-contractors due to any of the above, unless the County can determine that the goods or services to be supplied by the sub-contractor 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.

9. **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 invitation for bids by the County.
10. **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).
11. **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 accepted.
12. **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 the Santa Fe County, giving due consideration to prices, quality of goods or services, distribution and delivery facilities available and time of delivery.
13. **Interpretation of Bid Specifications:** Technical expertise may be required to provide materials that will conform to all applicable federal, state and local standards and/or to function as indicated in these specifications for the items requested in this IFB. The contractor shall be responsible for ensuring that tangible and/or services offered meet or exceed the stated criteria.

**ANY EXCEPTIONS TO THE ITEM SPECIFICATIONS SHALL BE CLEARLY NOTED AND EXPLAINED IN THE BID RESPONSE OR OFFER.**

14. **Interpretation of Meaning:** No interpretation of the meaning of the specifications or other documents will be made to any bidding firm orally. Each request for interpretations shall be in writing addressed to Maria B. Sanchez, Procurement Specialist Senior, Santa Fe County Purchasing Division at 142 West Palace Ave., Second Floor, Santa Fe, NM 87501 or via fax at (505) 989-3243, and to be given consideration must be received at least seven (7) calendar days prior to the date fixed for the receipt of bids.

15. **Communication:** Any contact with any other County staff member other than the Procurement Specialist named in this solicitation may be grounds for rejection of a proposal.
16. **IFB Corrections:** Any and all interpretations and supplemental instructions will be in the form of a written addenda to the IFB which, if issued, will be mailed by certified mail with return receipt requested or other means determined by the County as reasonable, to all prospective bidders prior to the date fixed for the receipt of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve the bidder from any obligation under its bid as submitted. **All addenda issued shall become part of the contract documents.**
17. **Brand Names and Model Numbers:** Specifications in this invitation are not meant to be restrictive, but descriptive. Specifications contained herein reflect the minimum acceptable quality and 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 to prevent mismatch of sizes, styles or color. Substitutions which would require additional delivery time, expense or modifications of the original design may be rejected.
18. **Item Description(s):** All items on all pages of the specifications 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.
19. **Compatibility or Brand Name(s):** 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 their 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.
20. **Evaluation and Determination of Product(s):** The evaluation of bids and the determination as to quality of the tangible goods and/or service proposed shall be the responsibility of the County and will be based on information provided in the bid or information reasonably available to the County.
21. **Bribes, Gratuities, and Kickbacks:** The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for code violations. In addition the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

## **22. Preferences in Procurement**

### ***A. New Mexico In-state Preference.***

To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 or a resident contractor preference pursuant to Section 13-40-2 NMSA 1978, a business or contractor shall submit with its bid or proposal a copy of a valid resident business certificate or valid resident business or resident contractor certificate issued by the NM Department of Taxation and Revenue.

If an Offeror or Bidder submits with its proposal or bid a copy of a valid and current in-state resident business/contractor certificate, 5% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score and in the event of a Bidder, the bid will be 5% lower than the bid actually submitted.

Certification by the NM Department of Taxation and Revenue for the resident business or resident contractor takes into consideration such activities as the business or contractor's payment of property taxes or rent in 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 NM Department of Taxation and Revenue for the resident veteran business requires the Offeror or Bidder to provide evidence of annual revenue and other evidence of veteran status.

An Offeror or Bidder who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the department of taxation and revenue and the sworn affidavit attached hereto as Appendix E.

If an Offeror or Bidder submits with its proposal a copy of a valid and current veteran resident business certificate, 10%, 8% or 7% of the total weight of all the evaluation factors used in the evaluation of proposals may be awarded or added to the Offerors score, depending on the business' annual revenue or 10%, 8% or 7% of the bid will be lower than the bid actually submitted.

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

**SUPPLEMENTAL TERMS & CONDITIONS**

1. **Intent of Specifications:** The following technical specifications are intended to describe the automotive vehicle parts, equipment, and tires for Santa Fe County departments. The County reserves the right to accept some minor variances in the approved materials offered by the bidders if such acceptance is determined to be in the best interest of the County.
  
2. **Qualified Bidders:** 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 shall include references from three (3) or more places of business that these services were provided to.
  
3. **Inspection of Facilities & Equipment:** Representatives of the Santa Fe County Purchasing Division and the Santa Fe County Public Works Department shall have access, at any reasonable time, to the bidder's facilities for the purposes of inspection during the agreement period, to inspect the facilities during its normal working hours. The costs associated with such inspection trips shall be borne by the County.
  
- E. **Late Delivery:** It is expressly understood and agreed that, as a result of the public interest, and because of the monetary losses that the County may incur as a result of failure to deliver the materials and services described in the contract on time, that time is of the essence in the performance of this price agreement. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated.

At the option of the County Purchasing Manager, the County may invoke the default provisions of the price agreement contained in the General Terms & Conditions in addition to any penalties as outlined above.

- F. **Method of Award:** Santa Fe County reserves the right to award a "Multiple Source Award" pursuant to NMSA 1978 Section 13-1-153, to the bidder(s) submitting the lowest responsive bid(s) meeting or exceeding specifications and terms and conditions for those items being bid on.

## SPECIFICATIONS

### Objective Description

Santa Fe County is issuing an Invitation For Bids for Automotive Vehicle Parts, Equipment and Tires for Santa Fe County to award a firm, fixed, indefinite quantity price agreement. Santa Fe County reserves the right to award a “multiple source award” pursuant to NMSA 1978 sec. 13-1-153 to the bidder(s) submitting the lowest responsive bid(s) meeting or exceeding specifications and terms and conditions for those items. The successful bidder(s) will be awarded a two (4) year contract with the County. At its sole discretion, the County shall have the option to renew for an additional one (1) or two (2) year term contingent upon available appropriated funding and with the same terms and conditions for these goods and/or services.

### Scope of Work

Automotive Vehicle Parts, Equipment and Tires agreement to include but not limited to:

Parts will be billed at the discount offered in the bid schedule. Cost for parts and supplies will be itemized separately on each invoice and will indicate list price less discount offered. In cases where the manufacturer’s current retail price or vendor’s cost list is non-existent, the user agency agrees to compensate the awarded vendor actual freight and handling charges incurred in the procurement of “special order parts” which are not normally stocked items, provided that authorization is granted by the county prior to the time of order.

Shipping Note: Vendor must pre-pay freight for special orders and add to invoice as separate item.

Successful vendor(s) must carry an adequate inventory supply of parts to service the County’s needs without undue delays. All parts and materials shall carry the manufacturer’s standard warranty. All other standard business practices shall be extended to the County.

The County reserves the right to request the return of or inspection of any part(s), accessory(ies), assembly(ies), or subassembly(ies) replaced on motor vehicles to affect the repair. Parts and materials must be new and conform to the original manufacturer’s specifications, unless otherwise approved by the county. Rebuilt assemblies may be used in the repair of motor vehicles, with prior approval of the user agency when such is standard industry practice and the rebuilt assembly or subassembly carries the same manufacturer or remanufacture warranty as a new assembly or subassembly. Any part(s) removed are the property of the County and price is predicated upon an exchange basis with the part replaced.

Contractor agrees to:

Furnish the County with a copy of the price schedule(s) and flat rate manuals, or relevant parts thereof, at no additional cost.

Tax shall not be applied to parts or materials furnished. Santa Fe County will be able to provide the NTTC

Prices quoted herein represent the total compensation to be paid by the County for goods provided. The party providing said goods 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 complete the work provided. The prices quoted herein include an amount sufficient to cover such costs.

Notwithstanding the existence of this agreement, the County and/or its political sub-divisions reserve the right to order any items(s) required for emergency purpose from any party who can deliver such item(s) to meet the requirements of the user, without waiving or voiding any of the terms of this agreement.

**THIS SECTION INTENTIONALL LEFT BLANK**

**BID FORM**

Project: **AUTOMOTIVE VEHICLE PARTS,  
EQUIPMENT, AND MISCELLANIOUS  
SUPPLIES**

IFB No. **2018-0141-PW/IC**

Bidder Information:

This Bid is submitted to:

Name:

**Santa Fe County Purchasing Division**

Address:

**142 W. Palace Ave. (2<sup>nd</sup> Floor)**

**Santa Fe, New Mexico 87501**

**Attn: Iris Cordova**

Having read the Santa Fe County Bid Instructions and General Terms and Conditions and examined the specifications sheet(s) for the Invitation for Bids reference #2018-0141-PW/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:

**AUTOMOTIVE VEHICLE PARTS, EQUIPMENT, AND TIRES**

Signature:

Name (typed or printed):

\_\_\_\_\_

\_\_\_\_\_

Title:

Firm Name:

\_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Business License Number: \_\_\_\_\_

(Attach copy of Business License to Bid)

Bid Security, (if applicable)

Liability Insurance required, (if applicable)

Surety Bond required, (if applicable)

Received addenda #'s \_\_\_\_\_ & \_\_\_\_\_ & \_\_\_\_\_ when issued.

**BID SHEET****AUTOMOTIVE VEHICLE PARTS, EQUIPMENT, AND TIRES  
IFB# 2018-0141-PW/IC**

Please offer your best discount or costs for the items described below. **Include 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 PM (MDT) on the bid due date specified.

Offeror's Organization Name: \_\_\_\_\_

<b>Item</b>	<b>Unit</b>	<b>Article and Description</b>	<b>Discount % Off List Price</b>
1	%	Parts for maintenance and repairs	
2	%	Parts for body parts	
3	%	Parts for transmission	
4		Filters	
4a	%	Air Filters	
4b	%	Oil Filters	
4c	%	Fuel Filters	
5		Filters (Heavy Equipment)	
5a	%	Air Filters	
5b	%	Oil Filters	
5c	%	Fuel Filters	
6	%	Vehicle Batteries	
7	%	Lubricants	
8	%	Automotive chemicals	
9	%	Anti-Freeze	
10	%	Headache Rack	
11	%	Utility Tool Storage Boxes	
12	%	Flat Bed Body	
13	%	Utility Body	
14	%	Lighting	
15	%	Gates	

16	%	Door Latches	
17	%	Trailer Axels	
18	%	Trailer Fenders	
19	%	Bearing	
20	%	Trailer Hitch	
21	%	Trailer Jack	
22	%	Wheel Rims	
23	%	Wheel Hubs	
24	%	Brake Parts	
25	%	Hardware; bolts, nuts, fasteners	
26	%	Automotive Electrical; wire, cable, terminals	
<b><i>MATERIALS</i></b>			
27		Angle, Steel	
28		Channel, Steel	
29	%	Round Tubing, Steel	
30	%	Square Tubing, Steel	
31	%	Plate Steel, Steel Sheets	
32	%	Square Stock	
33	%	Expanded Metal	
34	%	Rebar	
35	%	Channel Iron	
36	%	Angle Iron	
37	%	Wide Flange Beam (WFB)	
38	%	Flat Bar	
39	%	Round Stock, Steel	
40	%	Angle, Aluminum	
41	%	Channel, Aluminum	
42	%	Non-Typical Extrusions, Aluminum	
43	%	Round Stock, Aluminum	

44	%	Flat Stock, Aluminum	
45	%	Square Tubing, Aluminum	
46	%	Round Tubing, Aluminum	
47	%	Fasteners	
48		Welding	
48a	%	Machine	
48b	%	Gas	
48c	%	Parts	
49		Custom Manufacturing	
49a	%	Materials	
49b	Hrly	Labor	
<b><i>TIRES</i></b>			
50		Tires	
	%	Manufacturer: _____	
		Manufacturer: _____	
51		Commercial Tires	
	%	Manufacturer: _____	
	%	Manufacturer: _____	
	%	Manufacturer: _____	
	%	%Manufacturer: _____	
	%	Manufacturer: _____	
52		Heavy Duty Equipment	
	%	Manufacturer: _____	
	%	Manufacturer: _____	
	%	Manufacturer: _____	

	%	Manufacturer:_____	
	%	Manufacturer:_____	
53	Cost	Tire Repairs for Standard sized tires at \$_____.	
54	Cost	Tire Repairs for Heavy Duty sized tires at \$_____.	
55	Cost	Mount & Balance for Standard sized tires at \$_____.	
56	Cost	Mount & Balance for Heavy Duty sized tires at \$_____.	
<b>GLASS</b>			
57	%	Automotive Glass will be provided at _____% off list price (cost-plus is not acceptable).	
58	Cost	Installation of Automotive Glass will be provided at \$_____.	
<b>DIAGNOSTICS</b>			
59	Cost	Vehicle Diagnostics on Equipment	
60	Hrly	Vehicle Diagnostics Labor	
<b>OIL CHANGE</b>			
61	Cost	6-Cylinder Engine	
62	Cost	8-Cylinder Engine	
<b>LABOR</b>			
63	Hrly	Transmission Work	
64	Hrly	Service Call Labor	
65	Hrly	Light Duty Repair	
66	Hrly	Heavy Duty Repair	
<b>FIRE</b>			
67	%	Pumps	
68	%	Pump parts	
69	%	Foam systems	
70	%	Foam system parts	
71	%	Fire Apparatus Appliances; hose, nozzles, adapters	
72	%	Emergency Vehicle; lighting, scene, handheld	
73	%	Emergency Vehicle; audible equipment	

74	Hrly	Labor (In-House)	
75	Hrly	Labor (Service Call)	
<b><i>PAINT &amp; BODAY</i></b>			
76	%	Abrasives	
77	%	Adhesives & Sealants	
78	%	Body Fasteners	
79	%	Body Fillers	
80	%	Detailing	
81	%	Masking Paper & Tape	
82	%	Pain Guns & Accessories	
83	%	Pain Mixing/Measuring	
84	%	Preps & Primers	
85	%	Safety & Protection	
86	%	Shop Equipment	
87	%	Specialty Coatings	
88	%	Topcoats & Clearcoats	
89	%	Visibility	
<b><i>MISCELLANEOUS REPAIRS</i></b>			
90	%	Pumps for Oil	
91	%	Oil Reels	
92	%	Lifts	
93	%	Parts	
94	%	Tanks for Fluids	
95	%	Exhaust Hose Reels	
96	Hrly	Labor (In-House)	
97	Hrly	Labor (Service Call)	

**Contractor's Name:** \_\_\_\_\_

**Contractor's Phone:** \_\_\_\_\_ **email:** \_\_\_\_\_

**Signature of Authorized Contractor's Agent:** \_\_\_\_\_

**Name Printed:** \_\_\_\_\_

NOTE: Orders that cannot be filled with ten (10) days may be cancelled at the County's discretion.

**APPENDIX A**

**AUTOMOTIVE VEHICLE PARTS, EQUIPMENT, AND TIRES**

**ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BIDS FORM**

In acknowledgement of receipt of this Invitation for Bids the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix D.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on March 12, 2018. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the County's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (**circle one**) intend to respond to this Request for Proposals.

Iris Cordova  
Santa Fe County Purchasing Division  
142 W. Palace Avenue (Second Floor)  
Santa Fe, New Mexico 87501  
(505) 986-6337  
(505) 989-3243  
[icordova@santafecountynm.gov](mailto: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) \_\_\_\_\_  
\_\_\_\_\_



**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 fact regarding this matter constitutes a crime.

\_\_\_\_\_

(Signature of Business Representative)\*

(Date)

\*Must be an authorized signatory of the Business.

The representations made by checking the boxes constitutes a material representation by the business. Any finding that the statements are incorrect may result in denial of an award or un-award of the procurement involved.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

**APPENDIX D  
SAMPLE AGREEMENT**

**SANTA FE COUNTY  
PRICE AGREEMENT  
AUTOMOTIVE VEHICLE PARTS, EQUIPMENT, AND TIRES**

**THIS AGREEMENT** is made and entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, (hereinafter referred to as the "County") and \_\_\_\_\_ authorized to do business in the County of New Mexico (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, Commission or Board 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 Automotive Vehicle Parts, Equipment, and Tires to a Using Department which issues a Purchase Order.
- E. **"Price"** means the discounted price or costs for Automotive Vehicle Parts, Equipment, and Tires paid by the County and its Departments as described in Attachment A.

**2. GOODS TO BE PROVIDED**

- A. **Purchase.** Attachment A of this Price Agreement are the prices for the Contractor's tangible goods and services. Attachment A also indicates any specifications required for the tangible goods and services 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 service ordered by the County must be a service described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement 2018-0141-PW/IC.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the item(s) or services 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 item(s) or services 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 services furnished under this Price Agreement shall meet or exceed the specifications provided in this IFB# 2018-0141-PW/IC including all Addenda. Orders

issued pursuant to this Agreement must show the applicable Price Agreement items(s) or services(s).

**E. Delivery and Billing Instructions.**

1. The Contractor shall deliver the items and services in accordance with the County's instructions. The Contractor shall also deliver, with the services ordered, an invoice listing the order number and the Price Agreement number.
2. Whenever, the Using 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 Using Department.
4. Prices listed in Attachment A, for each item, shall be the fixed prices and rates for the items and services.

**F. Price.** Prices listed in Attachment A for each item shall be the price for the term of this agreement.

**3. PAYMENT**

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

- A. Inspection.** Final inspection and acceptance of all items and services ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Contractor's risk and expense, promptly after notice of rejection.
- B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the Using Department. Unless otherwise agreed upon between the Using Department and the Contractor, within thirty (30) days from the receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Using Department gives notice of rejection within the specified time period, the items 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. Invoices.** The Contractor may submit invoices for payment no more frequently than monthly. The Contractor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices, extended totals, delivery tickets and applicable taxes. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the Using Department and not the Purchasing Division.
- E. Payment of Invoices.** Upon written certification from the Using Department that the items have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of

acceptance is issued, late payment charges shall be paid on the unpaid balance due on the Price Agreement to the Contractor at the rate of 1.5 % per month. Payment shall be made to the Contractor's designated mailing address.

- F. Tax Note.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item to be paid. 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 a 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 with written evidence of such exemption(s).

#### **4. TERM**

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 for two (2) years from the date of signature by the parties, unless earlier termination pursuant to Paragraph 6 (Termination) or 11 (Appropriations). The County has the option to review this Agreement for an additional two (2) years. Under no circumstances shall the term of the Agreement 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 expiration 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

This Price Agreement may only 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 \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this 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 expressed 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:**

\_\_\_\_\_  
, 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

\_\_\_\_\_  
Date

Finance Department:

\_\_\_\_\_  
Stephanie Schardin Clarke  
Finance Director

\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Print title)