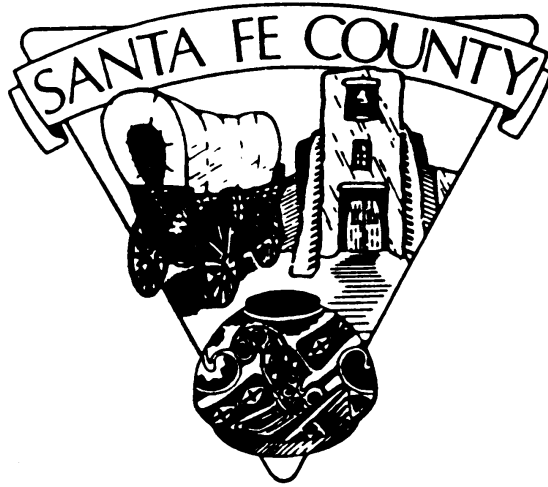


SANTA FE COUNTY
INVITATION FOR BID



IFB #2019-0097-PW/MAM

**MISCELLANEOUS
CONSTRUCTION TOOLS AND
SUPPLIES**

SEPTEMBER 2018

TABLE OF CONTENTS

BIDDING DOCUMENTS

Advertisement2

Bid Instructions3

General Term and Conditions4

Supplemental Terms and Conditions10

General Specifications12

Bid Form15

Bid Sheet16

APPENDIX A (Acknowledgement of Receipt Form)18

APPENDIX B (Campaign Contribution Disclosure Form)19

APPENDIX C (Resident Veterans Preference Certification)21

APPENDIX D (Sample Price Agreement)22

ADVERTISEMENT

**MISCELLANEOUS CONSTRUCTION TOOLS AND SUPPLIES
IFB #2019-0097-PW/MAM**

Santa Fe County is requesting bids for the purpose of procuring Miscellaneous Construction Tools and Supplies. Bids may be held for ninety (90) days subject to all action by the County. Santa Fe County intends to award a multiple source price agreement pursuant to Section 13-1-153 NMSA 1978. A completed bid package shall be submitted in a sealed container indicating the bid title and number along with the bidding firm's name and address clearly marked on the outside of the container. **All bids shall be received by 2:00 PM (MDT) on Wednesday, October 24, 2018 at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (2nd floor), Santa Fe, N.M. 87501.** By submitting a bid for the requested materials and/or services each firm is certifying that their bid is in compliance with regulations and requirements stated within the IFB package.

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 Michelle A. Marmion, Santa Fe County, Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, NM 87501, or by telephone at (505) 992-6753, or by email at mmarmion@santafecountynm.gov or on our website at http://www.santafecountynm.gov/asd/current_bid_solicitations

Santa Fe County
Public Works Department
Publish September 30 & October 1, 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 Wednesday, October 24, 2018**, at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (second floor, Bokum Building) Santa Fe, N.M. 87501.

Hand Delivery or by Courier:

Michelle A. Marmion
Santa Fe County Purchasing Division
142 W. Palace Avenue (second floor)
Santa Fe, New Mexico 87501
Telephone Number (505) 505-992-6753

3. Bids must be submitted in a sealed envelope or container and be clearly marked with the words: **Sealed Bid Enclosed, IFB# 2019-0097-PW/MAM Miscellaneous Construction Tools and Supplies**. 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 **October 11, 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. **Method of Award, if applicable:** Santa Fe County reserves the right to award a "Multiple Source Award" pursuant to Section 13-1-153 NMSA 1978, to the bidder(s) submitting the lowest, responsive bid(s) meeting or exceeding specification and terms and conditions for those items.
3. **Notification of Award:** The successful bidder(s) shall be notified in writing within five (5) working days of contract award. The successful bidder(s) will be issued subsequent purchase order(s) for goods and/or services as predicated by the Scope of Work. Specifications or supplemental agreement, if applicable, prepared by Santa Fe County.
4. **Delivery:** 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.

All items bid or services are to be delivered F.O.B. Santa Fe County, at a site to be determined by the County at the time a purchase order is released, except specifically set forth herein. In the event of failure of the bidder to deliver in accordance with this requirement, the bidder shall be liable to the County for late delivery liquidated damages in the amount of \$100.00 each day the materials and services are delivered late.

5. **Payment Terms:** Santa Fe County has a period of net thirty (30) days from acceptance of goods or services to pay the contractor.
6. **Applicable Taxes:** 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.
7. **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.
8. **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.

9. **Warranties:** The bidder agrees that the goods and/or services furnished under this IFB shall be covered by the most favored commercial warranties the bidder gives to any customer for such goods and/or services and that the rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause in any resulting order. The bidder agrees not to disclaim warranties of fitness for a particular purpose and warranty of merchantability.
10. **Invoice Requirements:** 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.
11. **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.
12. **Bidders Certification:** In submitting a bid, the bidder certifies that it has not directly or indirectly entered into actions that may restrict open and effective competition for items subject to this invitation for bids by the County.
13. **Compliance with FCRA:** Bidders submitting bids shall be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.1979).
14. **Specifications:** The apparent silence of the specification as to any detail or apparent omission from them of detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and only materials and workmanship of first quality are to be accepted.
15. **Rejection of Bids:** The County reserves the right to reject any and all bids in part or whole, to waive technicalities, make single or multiple awards without discussions with bidders and to accept the offer it deems to be in the best interest of the Santa Fe County,

giving due consideration to prices, quality of goods or services, distribution and delivery facilities available and time of delivery.

16. **Interpretation of Bid Specifications:** Technical expertise may be required to provide materials that will conform to all applicable federal, state and local standards and/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.

17. **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 Michelle A. Marmion, Procurement Specialist Senior, Santa Fe County Purchasing Division at 142 West Palace Ave., Second Floor, Santa Fe, NM 87501 through email at mmarmion@santafecountynm.gov 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.
18. **Communication:** Direct communication with the County, other than through the aforementioned individual, may result in the elimination of the bidder's offer from consideration.
19. **IFB Corrections:** Any and all interpretations and supplemental instructions will be in the form of 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 and shall be acknowledged by the bidder on the bid sheet hereto attached.**
20. **Brand Names and Model Numbers:** Specifications in this IFB 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.
21. **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.
22. **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.
 23. **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.
 24. **Two or more identical bids:** If two or more identical low bids are received, the County will apply the process described at Section 13.1.110 NMSA 1978, of the State Procurement Code.
 25. **Collusion:** No bidder shall submit more than one bid in response to this IFB. Collusion among bidders or the submission of more than one bid under different names by any firms or individual shall be cause for rejection of all bids in question without consideration.
 26. **Protest Procedure:** Any bidder who is aggrieved in connection with procurement may protest to the County Procurement Manager as set forth in Board of County Commissioners Resolution No. 2006-60. A copy of Resolution No. 2006-60 is available upon request.
 27. **Consideration of Bids:** Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the Base Bids and Alternates or Bid Items, if any, will be made available to the bidders. Each bid shall be open to public inspection under the Public Records Act.
 28. **Bid Security:** Bid Security in the amount of **Two hundred dollars (\$200.00)** shall accompany the bid. Security may be in the form of a certified check or bank cashier’s check made payable to Santa Fe County or a bid bond issued by a surety licensed to conduct business in the State of New Mexico, or other surety in form satisfactory to the County. The Bid Security of the successful bidder will be retained until the bidder has executed the Agreement, whereupon the bid security will be returned. If the bidder fails to execute and deliver the Agreement within ten (10) days of Notice of Award, the County may cancel the Notice of Award and the Bid Security of that bidder will be forfeited. **The Bid Security of any bidder whom the County believes to have a reasonable chance of receiving the award may be retained by the County until either the seventh day after the executed Agreement is delivered by the County to the Contractor and the required Contract Security is furnished, or the sixty-first day after the bid opening, whichever is earlier. Bid security of other bidders will be returned within thirty (30) days of the bid opening.**

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

29. **Insurance Requirements:** At a minimum upon execution of the Agreement between the County and the contractor, the contractor shall furnish to the County, Certificates of Insurance naming Santa Fe County as an additional insured on the insurance coverage set forth in the terms and conditions of the Service Agreement.
30. **Bribes, Gratuities and Kickbacks:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for code violations. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kick backs.
31. **Double-sided documents:** All submitted bids/proposal documents shall be double-sided, pursuant to Santa Fe County Resolution 2013-7, Adopting Sustainable Resource Management Principles, Section 2. A. Waste Reduction and Reuse...”all documents are to be double-sided, including those that are generated by outside entities using County funds and by consultants and contractors doing business with the County.
32. **Living Wage:** Contractor shall comply with the requirements of the Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).
33. **Preferences in Procurement**

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

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

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

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

OR**B. *New Mexico Resident Veteran Preference.***

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

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

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

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

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

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

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

SUPPLEMENTAL TERMS AND CONDITIONS

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

7. **Contract Terms and Conditions:** The contract between the County and the contractor shall follow the terms and conditions as stipulated throughout this Invitation for Bid. The County reserves the right to negotiate with a successful bidder terms and conditions in addition to those contained in this IFB. The contents of this IFB, as revised and /or supplemented, the successful contractor's bid, and any additional terms and conditions (if applicable) as negotiated shall be accepted by the County and the Contractor as the contractual documents.

Should the bidder object to any of the County's terms and conditions, as stipulated throughout this IFB, that bidder must propose specific alternative language. The County may or may not accept the bidder's alternative language. Bidders must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

THIS SPACE IS INTENTIONALLY LEFT BLANK

SPECIFICATIONS

Objective Description

Santa Fe County is issuing an Invitation for Bids for Miscellaneous Construction Tools and Supplies 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 ONE (1) YEAR Price Agreement with the option to renew for an additional three (3) years for a total contact term of four (4) years.

Scope of Work

Miscellaneous Construction Tools and Supplies agreement shall include, but not limited to:

Tools and Supplies will be billed at the discount offered in the bid schedule. Cost for tools 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 written authorization is granted by Santa Fe County prior to the time of order.

Shipping Note: Vendor must pre-pay freight 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 tool(s), or supply (ies). Tools and supplies must be new and conform to the original manufacturer’s specifications, unless otherwise approved by the county.

Contractor agrees to:

Assume full responsibility for quality of material and workmanship of product hereunder and in the event of error, bidder shall immediately replace any and all miscellaneous construction tools and supplies at no cost to the county, in which supplier errors and/or defects shall have occurred. Determination of error and/or unacceptability shall be the sole responsibility of the Santa Fe County Department for which the goods and/or services are being issued and such determination and/or judgment shall be final.

All requested construction tools and supplies will be obtained from a national, reputable manufacturer, and no items will be manufactured by the bidder. All items shall have a manufacturer’s label attached.

Furnish the County with a copy of the price schedule(s) at no additional cost.

Tax shall not be applied to tools or supplies furnished.

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.

Category Description

1. Bathroom Items and Supplies may include, but are not limited to vanity, cabinets, mirrors, faucets, shower faucets, showers, shower heads, bathtubs, toilets, toilets seats, toilet parts, sinks, sink parts, bathroom safety, fixtures, etc.
2. Kitchen Items and Supplies may include, but are not limited to appliances, cabinets, cabinet hardware, countertops, sinks, sink parts, garbage disposals, backsplashes, wall tile, faucets, cabinet shelves, etc.
3. Paint Items and Supplies may include, but are not limited to buckets, bucket lids, caulking, drop cloths and sheeting, glues, tapes, paint, primer, paint brushes, rollers, paint cleanup, paint sprayers, paint thinners, removers, sandpaper, steel wool, scrapers, blades, stains, sealer, etc.
4. Concrete Items and Supplies may include, but are not limited to concrete and asphalt tools, edgers, groovers, expansion joints, concrete forming tubes, mix, repair products, masonry, masonry nails, steel floor jack, bonding adhesive, float handle, etc.
5. Drywall Items and Supplies may include, but are not limited to anchors, nails, screws, benches, ceiling textures, corner bead, joint compound, mud pans, hawks, panels, stilts, tape, metal framing, etc.
6. Lighting Items and Supplies may include, but are not limited to bathroom lighting, kitchen lighting, cabinet lighting, chandeliers, commercial, lamps, shades, light bulbs, outdoor, wall, work, shop, ceiling fans, wall plates, switches, dimmers, etc.
7. Plumbing Items and Supplies may include, but are not limited to augers (both hand and machine), plungers, drain openers, pipes, fittings, pumps, tanks, supply lines, shut-off

- valves, utility sinks, faucets, valves, valve repair, water filtration, water heaters, bathroom faucets, plastic pipe, PVC, CPVC, drainage, etc.
8. Door and Window Items and Supplies may include, but are not limited to doors, garage doors, garage door openers, interior doors, exteriors, patio doors, screen doors, screens, storm doors, security doors, door knobs, handle sets, awnings, double hung windows, single hung windows, sliding windows, storm windows, casement windows, caulk, molding, weather stripping, window treatment, etc.
 9. Hand Tool Items and Supplies may include, but are not limited to chisels, pry bars, clamps, vises, cutting, crimping, files, planes, glue guns, grease guns, hammers, sledge hammers, hand saws, blades, magnetic tools, multi-tools, nut drivers, pliers, punches, knockout punches, ratchets, screwdrivers and sets, wrenches, etc.
 10. Power Tool Items and Supplies may include, but are not limited to drills, drill bits, grinders, joiners, planers, metal shears, nailers, router bits, routers, sanders, polishers, rotary tools, oscillating tools, saws, saw blades, table saws, etc.
 11. Tractor Items and Supplies may include, but are not limited to mowers, generators, chainsaws, power tillers, power trimmers, chippers, shredders, pressure washers, log splitters, snow blowers, accessories, supplies, etc.
 12. Lawn and Garden Items and Supplies may include, but are not limited to water hoses, rakes, shovels, snow shovels, hose adapters, hoes, trowel, transplanters, insect killer, fertilizer, pruning, mattocks, etc.
 13. Safety Items and Supplies may include, but are not limited to safety glasses, hats, vests, steel toe work boots, safety long sleeve shirt, welding sleeves, welding jackets, gloves, etc.
 14. Cleaning Items and Supplies may include, but are not limited to cloths, degreaser, wheel brush, sponges, cleansing powder, dust pan, yard pan, oil soap, disinfectant, rust cleanser, glass cleaner, dishwashing soap, mops, etc.
 15. Miscellaneous Items and Supplies are items that cannot be included in any of the other bid items.

BID FORM

Project: MISCELLANEOUS CONSTRUCTION TOOLS AND SUPPLIES IFB No. #2019-0097-PW/MAM

Bidder: This Bid is submitted to:

_____ **Santa Fe County Purchasing Division**
142 W. Palace Ave. (second floor)
Santa Fe, New Mexico 87501
Attn: Michelle A. Marmion

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 #2019-0097-PW/MAM 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:

MISCELLANEOUS CONSTRUCTION TOOLS AND SUPPLIES

Signature: _____ Name (typed or printed): _____

Title: _____ Firm Name: _____

Telephone: (____) _____

Email Address: _____

Federal ID or Social Security Number: _____

Resident Preference Number: _____
(Attach copy of Resident Preference Certificate to Bid)

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

Campaign Contribution Disclosure Form:
(Complete, sign & attach to Bid)

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

() Include Bid Security in the amount of \$200.00

BID SHEETS**IFB #2019-0097-PW/MAM
Miscellaneous Construction Tools and Supplies**

Please offer your best price, for each item as outline below. **The Bidders shall complete the following bid sheet in full to include the vendor's information and signature.** Be advised that award may be made without discussion with Bidders on offers received.

| Item | Unit | Article and Description |
|-------------|-------------|---|
| 1 | % | Bathroom Items and Supplies at _____% off list price (cost-plus is not acceptable). |
| 2 | % | Kitchen Items and Supplies at _____% off list price (cost-plus is not acceptable). |
| 3 | % | Paint Items and Supplies at _____% off list price (cost-plus is not acceptable). |
| 4 | % | Concrete Items and Supplies at _____% off list price (cost-plus is not acceptable). |
| 5 | % | Drywall Items and Supplies at _____% off list price (cost-plus is not acceptable). |
| 6 | % | Lighting Items and Supplies at _____% off list price (cost-plus is not acceptable). |
| 7 | % | Plumbing Items and Supplies at _____% off list price (cost-plus is not acceptable). |
| 8 | % | Window and Door Items and Supplies at _____% off list price (cost-plus is not acceptable). |
| 9 | % | Hand Tool Items and Supplies at _____% off list price (cost-plus is not acceptable). |

| | | |
|----|---|--|
| 10 | % | Power Tool Items and Supplies at _____% off list price (cost-plus is not acceptable). |
| 11 | % | Tractor Items and Supplies at _____% off list price (cost-plus is not acceptable). |
| 12 | % | Lawn and Garden Items and Supplies at _____% off list price (cost-plus is not acceptable). |
| 13 | % | Safety Items and Supplies at _____% off list price (cost-plus is not acceptable). |
| 14 | % | Cleaning Items and Supplies at _____% off list price (cost-plus is not acceptable). |
| 15 | % | Miscellaneous Items and Supplies at _____% off list price (cost-plus is not acceptable). Note: Items that do not fit in other bid items |

Contractor's Name: _____

Signature of Authorized Contractor's Agent: _____

Title: _____

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BIDS FORM

MISCELLANEOUS CONSTRUCTION TOOLS AND SUPPLIES

IFB #2019-0097-PW/MAM

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 ending with the contractual documents. Completed forms must be submitted to Michelle A. Marmion no later than **October 11, 2018** to receive any addenda for this solicitation.

The acknowledgement of receipt should be signed and returned to Michelle A. Marmion. Only Bidders that return this form in a timely manner will receive copies of addenda to this IFB.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NO.: _____

FAX NO.: _____

E-MAILADDRESS: _____

MAILING ADDRESS: _____

DELIVERY ADDRESS: _____

By: _____ Date: _____

(Signature)

Name: _____

(Printed)

Title: _____

This name and address will be used for all correspondence related to the Invitation for Bids.

Michelle A. Marmion
Santa Fe County
Purchasing Division
142 W. Palace Avenue
Santa Fe, NM 87504

Phone: (505) 992-6753 Fax: (505) 989-3243

E-mail: mmarmion@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 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, which 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) _____

Signature

Date

Title (position) _____

--OR--

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

Signature

Date

Printed Name

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 the box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 allows me the 10% 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:

**SANTA FE COUNTY
INDEFINITE QUANTITY
PRICE AGREEMENT
FOR MISCELLANEOUS CONSTRUCTION TOOLS & SUPPLIES**

THIS AGREEMENT is made and entered into by and between **Santa Fe County**, a New Mexico political subdivision, (hereinafter “**County**”) and _____, authorized to do business in the State of New Mexico, (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 miscellaneous construction tools and supplies to a Using Department which issues a Purchase Order.
- E. “Price”** means prices paid by the County and its Departments for the miscellaneous construction tools and supplies as described in Attachment A.

2. GOODS TO BE PROVIDED

- A. Purchase.** Attachment A of this Price Agreement is the prices for the Contractor’s items and deliverables. Attachment A also indicates any specifications required for the items that are subject of this Price Agreement.
- B. Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items listed on Attachment A. Any item ordered by the County must be an item described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement #2019-0097-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) and service.
- D. Specifications.** The items furnished under this Price Agreement shall meet or exceed the specifications provided in the Information for Bidders, IFB# 2019-0097-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 deliver the items in accordance with the County’s instructions. The Contractor shall also delivery, 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, for each item, shall be the fixed prices and rates 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/or deliverables meet specifications and will accept the items and/or deliverables if they meet specifications. No payment shall be made for any item until the item has been accepted in writing by the Using Department. Unless otherwise agreed upon, between the Department and the Contractor within thirty (30) days from the delivery and receipt of items or deliverable, the Using Department shall issue a written certification of complete or partial acceptance or rejection of any item or deliverable. Unless the Using Department gives notice of partial acceptance or rejection within the time specified in Paragraph 2 above, the items or deliverables will be deemed to have been accepted.
- C. Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
- D. Payment.** County shall pay Contractor on an invoice received from Contractor within thirty (30) days from the date the County approves the invoice.
- E. Taxes.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item on each invoice. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and county tax identification number(s). If the Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor written evidence of such exemption(s).

4. TERM OF THIS AGREEMENT. This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement shall be four (4) years from the Effective Date.

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 subcontractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.
- E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs incurred by the County that is associated with such default.

6. TERMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

19. INSURANCE.

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

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

21. CHOICE OF LAW.

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

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

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

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

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

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

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

To the Contractor:

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

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

SANTA FE COUNTY

Katherine Miller
Santa Fe County Manager

Date

APPROVED AS TO FORM

R. Bruce Frederick
Santa Fe County Attorney

Date

FINANCE DEPARTMENT APPROVAL

Stephanie S. Clarke
Santa Fe County Finance Department

Date

CONTRACTOR

Signature

Date

Print Name

Print Title

FEDERAL TAX I.D. NUMBER: _____