Justin S. Greene
Commissioner, District 1

Lisa Cacari Stone
Commissioner, District 2

Camilla Bustamante
Commissioner, District 3

SANTA FE COUNTY

Adam Fulton Johnson
Commissioner, District 4

Hank Hughes
Commissioner, District 5

Gregory S. Shaffer
County Manager

November 5, 2026

SANTA FE COUNTY
IFB No. 2027-0103-CORR/BM
Armored Car Services

ADDENDUM NO. 1

Dear Proponents,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested Offerors to adhere to any changes or revisions to the Notice of Funding Availability as identified in this Addendum No. 1. This documentation shall become permanent and made part of the departmental files.

Attachment A: Revised Appendix D

Question No. 1: **Pricing During Renewal or Extension Periods**: In the event the County exercises a renewal or extension option, may the contractor propose revised pricing, or are all rates required to remain unchanged throughout the initial contract term and any subsequent renewal or extension periods?

Answer No. 1: Prices may be amended upon the renewal or extension option.

Please add this Addendum No. 1 to the original proposal documents and refer to proposal documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect. Responders are reminded that any questions or need for clarification must be addressed to Brandon Martinez, Procurement Specialist Senior at bimartinez@santafecountynm.gov.

APPENDIX D
SAMPLE AGREEMENT

SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY
AND [CONTRACTOR]

This Agreement is entered into this _____ day of _____ 2026, between Santa Fe County, a political subdivision of the state of New Mexico (the "County"), and _____, [ADDRESS] (the "Contractor").

WHEREAS, Santa Fe County sought qualified Contractors to submit bids for armored car services providing safe, secure and dependable transportation of deposits for both the Santa Fe County Treasurer's Office and the Adult Detention Facility; and

WHEREAS, in accordance with NMSA 1978, Section 13-1-103, the County issued an Invitation for Bid (IFB) No. 2027-0103-CORR/BM to procure those armored car services; and

WHEREAS, the Contractor submitted their respective bid sheet dated November 18, 2026, and upon bid opening was determined to be the lowest bidder for the requested services; and

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services.

NOW, THEREFORE, the parties agree as follows:

1. CONTRACTOR'S SERVICES

The Contractor will provide armored car services to transport of currency, coins, negotiable instruments, and other documents incident to the making of deposits to the consignee designated by Santa Fe County in accordance with the service and liability schedule below and according to the Contractors bid sheet pricing expressed in **Exhibit A**:

A. The Contractor will pick up deposits from the **Treasurer's Office** located at 240 Grant Ave. Santa Fe, NM 87501, **Monday through Friday** between the hours of 8 AM and 12 PM to deliver to the US Bank located at 3900 Vassar Dr. NE Albuquerque, NM 87107 by no later than 3:00 PM MDT.

B. The Contractor will pick up deposits from the **Adult Detention Facility** located at 28 Camino Justicia, Santa Fe, NM 87507, on **Wednesdays and Fridays or two times weekly** between the hours of 8 AM and 12 PM to deliver to the US Bank located at 3900 Vassar Dr. NE Albuquerque, NM 87107 by no later than 3:00 PM MDT.

C. Services will be Monday through Friday excluding Holidays for the Treasurer's Office and two times weekly excluding Holidays for the Adult Detention Facility

a. Holidays will be defined as those recognized by Santa Fe County. Santa Fe County publishes a calendar of dates on which the County shall observe the holidays. The dates for the fiscal year 2027 are attached as **Exhibit B**. The County observes the following holidays:

- Veterans Day – October 11, 2026
- Thanksgiving Day and Friday after – November 26 & 27, 2026
- Christmas Day – December 25, 2026
- New Year's Day – January 1, 2027
- Martin Luther King Jr. Day - January 18, 2027

b. The contractor will confirm the Holiday Service Schedule with the Contract Administrator for each designated pick-up location – the Treasurer's Office & Adult Detention Facility

D. Special Service will be at the request of the Contract Administrator.

A. Special Trip will be defined as:

a. Services on days or times other than normally scheduled service days or times.
b. Service on Holidays, prior approval needed by the Contract Administrator.
c. Return visit to pick up any location due to the deposit not being prepared at time contractor arrives for pick-up.
d. Contractor will allow a minimum waiting time of 15 minutes for pickup of deposits at no charge.
e. After 15 minutes contractor may leave the pickup location and return within 1 hour for the deposit pickup. Contractor to be compensated per the Bid Proposal Form

E. Missed Pickup Services

A. Missed Pickup shall be defined as:

a. Failure to complete services on days or times that are normally scheduled without prior approval from the pickup location.
b. Pickup location shall allow a minimum waiting time of 15 minutes for pickup of deposits.
c. After 15 minutes of waiting time and no communication with the Contractor to remedy the missed pickup service. The Location will be credited on that same month's invoice per the Bid Proposal Form.

2. ADDITIONAL SERVICES

A. The parties agree that all tasks in section 1 (Contractor's Services) will be completed to the County's satisfaction and for the amount stated section 3 (Compensation, Invoicing and Set-off).

B. The County may request changes in the Contractor's Services. Any changes to the Contractor's services must be made by written amendment.

3. COMPENSATION, INVOICING AND SET-OFF

A. The Contractor will be compensated as follows.

B. The Contractor must submit a written request for payment to the County when payment is due. Upon the County's receipt of the written request, the County will issue a written certification of complete or partial acceptance or rejection of the services for which payment is sought. The County will not make a payment until the County issues a written certification accepting the services.

1) The County's representative for certification of acceptance or rejection of contractual items and services is **Lillian Armijo, Treasurer's Office Department Administrator, larmijo@santafecountynm.gov, 505-986-6253**, or **Christen Martinez, Public Safety Department Administrator, clmartinez@santafecountynm.gov, 505-992-3080,** or other individuals as may be designated by the County.

2) Within 30 days of the issuance of the certification accepting the services, the County will make payment for the services. If the County does not issue payment for accepted services within 30 days of the certification by the County, the County will pay a late payment fee of 1.5% per month until the amount due is paid in full.

C. If the Contractor breaches this Agreement, the County may, without penalty, withhold payments due the Contractor for the purpose of set-off until the County determines the exact amount of damages it suffered as a result of the breach.

D. The County's payment to Contractor will not foreclose the County's right to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

This Agreement will become effective on the date of last signature by the parties and will terminate one year from that date, unless earlier terminated under section 5 (Termination) or 6 (Appropriations

and Authorizations). The parties may agree to extend the term by written amendment. In no event will the term of this Agreement exceed four years in total.

5. TERMINATION

A. Termination for Cause. Either party may terminate this Agreement based upon a breach by the other party. The non-breaching party must give the breaching party written notice of termination stating the specific grounds for the termination. The termination will be effective 30 days from the breaching party's receipt of the notice, during which time the breaching party may cure the breach. If the breach cannot with due diligence be cured within 30 days, the breaching party will have a reasonable time to cure the breach, provided that, within the 30-day period, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may terminate this Agreement at any time for any reason or no reason, by giving the Contractor written notice of termination. The notice must state the effective date of termination, which must not be less than 15 days from the Contractor's receipt of the notice. The County will pay the Contractor for acceptable services performed before the effective date of termination. The County will not be liable for any services performed by the Contractor after the date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

The County's performance of the obligations under this Agreement is contingent upon sufficient appropriations and authorizations by the Board of County Commissioners of Santa Fe County, and if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and/ or authorizations are not made in this or future fiscal years, this Agreement must terminate upon written notice by the County to the Contractor. A termination for non-appropriations or lack of authority will be without penalty to the County, and the County will not be required to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is not committed to the expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision regarding appropriations and authorization will be final and will not be subject to challenge by the Contractor in any way, or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The parties intend that the Contractor and its agents and employees will be independent contractors and not employees or agents of the County. Accordingly, the Contractor and its agents and employees will not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to County employees. Except as may be authorized in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County.

8. ASSIGNMENT AND SUBCONTRACTING BY THE CONTRACTOR

A. The Contractor must not assign or transfer any interest in this Agreement or assign any claims for money due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer in violation of this Agreement will be void.

B. The Contractor must not subcontract or delegate any portion of the services without the advance written approval of the County. Any attempted subcontract or delegation by the Contractor to a non-party in violation of this Agreement will be void.

9. CONTRACTOR'S PERSONNEL

A. The services in section 1 (Contractor's Services) must be performed by the Contractor or under its supervision.

B. The Contractor states that it has, or will secure at the Contractor's expense, all personnel required to perform the services and obligations under this Agreement. Such personnel must not be employees of or have any contractual relationship with the County, and must be qualified and licensed by federal, state and local law to perform the services.

10. RELEASE

The Contractor's receipt of payments due under this Agreement serves as a release of the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations arising from this Agreement.

11. CONFIDENTIALITY OF COUNTY INFORMATION; CONFIDENTIALITY OF CONTRACTOR'S RECORDS OR INFORMATION; INDEMNITY

Any information that is confidential to the County and that may be provided to, or developed by the Contractor for the County as part of the Contractor's services under this Agreement, will be kept confidential and will not be made available to any individual or organization by the Contractor without the prior written approval of the County.

Contractor acknowledges that the County may be required to disclose certain of the Contractor's information or records that the Contractor's considers to be confidential under the New Mexico Inspection of Public Records Act, NMSA 1978, §14-2-1 ("IPRA"). If the County receives an IPRA request for information that the Contractor has designated as confidential, the County will notify the Contractor. The Contractor must respond within ten calendar days stating whether it contends that the records or information is exempt from disclosure, the legal basis for that position, and an affidavit supporting its contention. A designation of "confidential", "proprietary", or "trade secret" by the Contractor is not binding on the County, and the County may not withhold records solely because the Contractor labels them as such. The County reserves the right to require the Contractor to obtain judicial relief declaring the designated materials confidential and prohibiting disclosure. If the Contractor fails to timely substantiate its claims of confidentiality, the County may proceed with disclosure as it deems appropriate under IPRA and applicable law.

If the County denies inspection of records at the Contractor's written request, the Contractor agrees to indemnify, defend, and hold harmless Santa Fe County and its elected officials, officers,

employees, and agents from any claims, damages, liabilities, costs, attorney fees, or expenses arising from that denial.

12. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County will own any such copyright.

13. CONFLICT OF INTEREST

The Contractor states that it does not have any interest that would conflict in any manner with the performance of the services and obligations under this Agreement.

14. AMENDMENT

This Agreement may not be modified, altered, changed, or amended orally. To be valid any amendment to this Agreement must be in writing signed by the parties.

15. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements and understandings between the parties and all agreements and understandings are merged into this Agreement. No prior or contemporaneous agreements or understandings, verbal or otherwise, of the parties will be valid or enforceable unless embodied in this Agreement.

16. NOTICE OF PENALTIES

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

17. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by federal, state, local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. The Contractor must not discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges that failure to comply with this section will constitute a breach of this Agreement.

18. GOVERNING LAW

A. The Contractor will comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

B. This Agreement will be construed in accordance the laws of the State of New Mexico without regard to its choice of law rules. The Contractor acknowledges that the exclusive forum for any litigation related to this Agreement will be state district courts of New Mexico, located in Santa Fe County.

19. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

20. INDEMNIFICATION

A. The Contractor shall indemnify the County and its elected officials, agents, and employees from any liabilities, damages, demands, suits, costs or expenses, including court costs and legal fees, resulting from the Contractor's performance or non-performance of its obligations under this Agreement.

B. The County may control and participate in the defense of any demand, suit, or cause of action that relate to the County. No matter will be settled without the County's consent. Consent must not be unreasonably withheld.

C. The Contractor's obligations under this indemnification section will not be limited by the terms of the insurance policy the Contractor is required to maintain under this Agreement.

21. SEVERABILITY

If any provision of this Agreement is held invalid or non-enforceable by a court of competent jurisdiction, other provisions will not be affected and will remain valid and enforceable.

22. NOTICE

Notice required to be given to either party must be in writing and delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, to:

The County: Santa Fe County Treasurer's Office
Attn: Lillian Armijo
Department Administrator
240 Grant Ave.
Santa Fe, NM 87501

Adult Detention Facility
Attn: Christen Martinez
Department Administrator
28 Camino Justicia
Santa Fe, NM 87507

The Contractor:

23. CONTRACTOR REPRESENTATIONS

The Contractor represents that:

A. This Agreement is duly authorized by the Contractor, the person signing this Agreement has authority to do so, and, once signed by the Contractor, this Agreement will constitute a binding obligation of the Contractor.

B. The terms of this Agreement do not conflict with Contractor's corporate agreement or any statement that may be filed with the New Mexico Secretary of State.

C. The Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services and will maintain such registration and licensure for the term of this Agreement.

24. FAX OR ELECTRONIC SIGNATURE

A fax or electronic signature will have the same force and effect as an original signature.

25. NO THIRD PARTY BENEFICIARIES

The parties do not intend by this Agreement to create any rights in any non-parties.

26. CONTRACTOR'S INSURANCE

A. General. The Contractor must submit evidence of insurance as is required in this section. The Contactor's policies of insurance must be written by a company authorized to provide insurance in the state of New Mexico.

B. Liability Insurance, Including Automobile. The Contractor must maintain a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than $1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Contactor's insurance must include coverage for all services and work performed for the County under this Agreement; 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 Agreement is an insured contract. Santa Fe County must be a named an additional insured on the Contractor's policy.

C. Increased Limits. If the Legislature of the State of New Mexico increases the maximum limits of liability under the New Mexico Tort Claims Act, the Contractor must increase the maximum limits of any insurance required under this Agreement.

27. PERMITS AND FEES

Contractor will procure all permits, licenses, and pay all fees associated with the performance of the services and the Contractor's obligations under this Agreement.

28. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement will modify or waive the sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1.

29. CAMPAIGN CONTRIBUTION DISCLOSURE

The Contractor must complete and submit simultaneous with signing this Agreement, the Santa Fe County Campaign Contribution Disclosure form.

30. SURVIVAL

The provisions of the following paragraphs will survive termination of this Agreement: Indemnification, Records and Inspection; Release; Confidentiality; and Choice of Law.

The parties execute this Agreement as of the date of last signature by the parties.

SANTA FE COUNTY

_____ _____

Gregory S. Shaffer Date

Santa Fe County Manager

Approved as to form:

_____ _____
Walker Boyd Date
Santa Fe County Attorney

CONTRACTOR -

_____ _____
Signature Date