

**Justin S. Greene**  
*Commissioner, District 1*

**Anna Hansen**  
*Commissioner, District 2*

**Camilla Bustamante**  
*Commissioner, District 3*



**Anna T. Hamilton**  
*Commissioner, District 4*

**Hank Hughes**  
*Commissioner, District 5*

**Gregory S. Shaffer**  
*County Manager*

## MEMORANDUM

DATE: February 15, 2024

TO: File

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

Via: LeRoy Alvarado, Public Works Utilities Infrastructure Manager

RE: **Declaration of Emergency to Procure the Necessary Repairs of a Waterline Break Located at 37 Sage Circle in Santa Fe NM, for a Total Amount of \$18,950.00, Exclusive of NM GRT.**

---

### ISSUE

On Monday, January 22, 2024, the Utilities Division of the Public Works Department received a call at approximately 3:30AM of a water release near 37 Sage Circle in Las Campanas Estates in Santa Fe New Mexico. The Utilities crew was dispatched at 6:30AM to the site and was able to locate and isolate the water line break.

The Utilities Department Manager contacted the Procurement office to inform the office that the main water line needed to be shut off, leaving residents without water, and that the Utilities Division did not have the capacity to excavate the area and make repairs. The Procurement Manager authorized the Utilities Manager to take action and contact a contractor to make the repairs. Upon receiving authorization, the Utilities Manager was able to contact Blueline Construction to mobilize and make repairs.

Blueline arrived the afternoon of January 22<sup>nd</sup>, excavated the site, and repaired the water line break and water was restored to the residents the evening of January 22, 2024.

### DETERMINATION:

Pursuant to 13-1-127 Emergency Procurements, it is the determination of the Santa Fe County Procurement Manager that there existed a threat to the public health, welfare, safety and property that required the procurement of services, construction or tangible items under emergency procurement in order to address and eliminate the immediate emergency condition as described above, pursuant to NMSA 1978, 13-1-127.

All work related to this determination will be limited to the repairs necessary to restore the water source to the water line break located at 37 Sage Circle in the Las Campanas Estates in Santa Fe NM.

**Emergency Project Description:**

**Contractor:** Blue Line Construction

**Scope of Work:** See attached cost breakdown for repairs.

**TOTAL:** \_\_\_\_\_ **\$18,950.00, exclusive of NMGRT**

<b>Blueline Construction, Inc.</b>						License # 94001			
Date:	February 5th, 2024					Bryan Ruggles, Owner			
<b>To: Santa Fe County Public Works Department</b> Santa Fe County P.O. Box 276 Santa Fe, New Mexico 87504-0276 c/o - Leroy Alvarado, County Representative						<b>RELEASE #1</b>		Santa Fe, New Mexico 87592-8666	
						<b>INVOICE #1928</b>		SF Office: 505.216.7909	
								SF fax 866.204.9391	
						Make all Checks payable to Blueline Construction, Inc.			
For:	Emergency waterline repairs for leak on #37 Sage Circle					CRS # 03-068944-00-9; Federal Tax Id #34-2063843			
Item #	Task Description	Unit	Quantity	Unit Price	Contract	% Done	Total Due	Last Invoice	Current Due
<b>EMERGENCY SERVICE PERFORMED (1/21/2024):</b>									
Water Break/Leak reported by Leroy Alvarado, Called emergency mobilization of Utility crew to Santa Fe Site on 1/21/2024. Moved Backhoe, Flatbed, Gooseneck & (3) Company Trucks with (5) employees. Cut and removed asphalt, Excavated repair site, found 6" cap blown apart. Removed damaged end of 6" pipe, Re-installed 6" cap with new mega lug fitting, backfilled and compacted area. Activated system, and no leaks were found. Roadway was opened back up to traffic flow without asphalt. 2/02/2024 - Recalled back to site to install Asphalt and Basecourse in Roadway.									
1	Emergency Mobilization & De-mobilization	LS	1	\$2,500.00	\$2,500.00	100.00%	\$2,500.00	\$0.00	\$2,500.00
2	Crew Labor (5 employees @ \$105/hour ea. = \$525/hr)	HR	9.5	\$525.00	\$4,987.50	100.00%	\$4,987.50	\$0.00	\$4,987.50
3	Backhoe with Operator @ \$175/hour	HR	9.5	\$175.00	\$1,662.50	100.00%	\$1,662.50	\$0.00	\$1,662.50
4	Import clean fill for Backfill (3 truckloads @ \$350/Ea)	LS	1	\$1,050.00	\$1,050.00	100.00%	\$1,050.00	\$0.00	\$1,050.00
5	Export Ex. Asphalt and Site Mud - (5 loads @ 350/Ea.)	LS	1	\$1,750.00	\$1,750.00	100.00%	\$1,750.00	\$0.00	\$1,750.00
<b>ROADWAY REPAIRS (1/31/2024):</b>									
6	Re-mobilization to site for Paving Roadway	LS	1	\$1,500.00	\$1,500.00	100.00%	\$1,500.00	\$0.00	\$1,500.00
7	Replace Basecourse and Asphalt Paving	LS	1	\$5,500.00	\$5,500.00	100.00%	\$5,500.00	\$0.00	\$5,500.00
					<b>SUB-TOTAL:</b>		<b>TOTAL DUE:</b>	<b>LAST INV:</b>	<b>CURRENT:</b>
<b>SUB - TOTALS:</b>						<b>\$18,950.00</b>	<b>\$18,950.00</b>	<b>\$0.00</b>	<b>\$18,950.00</b>
<b>New Mexico Gross Receipts Tax (6.8750%):</b>						<b>\$1,302.81</b>	<b>\$1,302.81</b>	<b>\$0.00</b>	<b>\$1,302.81</b>
<b>GRAND TOTALS:</b>						<b>\$20,252.81</b>	<b>\$20,252.81</b>	<b>\$0.00</b>	<b>\$20,252.81</b>

## Santa Fe County / Purchasing Division

102 Grant Ave.  
Santa Fe, NM 87501  
(505) 986-6373

# REQUEST FOR DECLARATION OF EMERGENCY PROCUREMENT

To facilitate the process and obtain a complete request for emergency assistance, please provide the following: *completed form and detailed memo of justification to: Bill Taylor, Procurement Manager, SFC, (505) 986-6373, or mail original to above address, or e-mail to wtaylor@santafecountynm.gov.*

Pursuant to 13-1-127, NMSA 1978. Emergency Procurements:

- A. The state purchasing agent or a central purchasing office may make emergency procurements when there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions; provided that emergency procurements shall be made with competition as is practicable under the circumstances.
- B. An emergency condition is a situation that creates a threat to public health, welfare or safety such as may arise by reason of floods, fires, epidemics, riots, acts of terrorism, equipment failures or similar events and includes the planning and preparing for an emergency response. The existence of the emergency condition creates an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:
  - 1.) the functioning of government;
  - 2.) the preservation or protection of property; or
  - 3.) the health and safety of any person.
- C. Emergency procurements shall not include the purchase or lease purchase of heavy road equipment.
- D. The state purchasing agent or central purchasing office shall use due diligence in determining the basis for the emergency procurement and for the selection of the particular contractor. The determination shall be in writing and included in the procurement file.
- E. Money expended for planning and preparing for an emergency response shall be accounted for and reported to the Legislative finance committee and the department of finance and administration within sixty days after the end of each fiscal year.

**Submittal of DOE request does not constitute an emergency situation. Request will be reviewed and verified by the County Procurement Manager, and a determination will be made on the merits of the request.**

Date of Request 1/22/2024

Person Making Request & Title LeRoy Alvarado Utilities Infrastructure Manager

Department & Agency Public Works / Utilities

Ph. (505) 992-9870 Cell (505) 490-0038 Fax (505)

Location Las Campanas Estates I

Physical Address 37 Sage Circle

City & Zip Code Santa Fe, NM 87507

Residents or tenants affected by the emergency situation:

6 residences

Information surrounding the emergency situation (include the following: *describe the problem in detail*; indicate times, dates and extent of damages; has any action been taken? any other information which will help determine this request qualifies as an emergency)

On 1/22/2024 @ 3:30AM the On-call operator received a call of water leaking from the street. The operator observed water and call the utilities manager requesting assistance to isolate the break. At 6:30AM the water line was isolated. Because of staffing levels, the utilities department was not able to complete repairs.

Efforts were made to contact a contractor to complete repairs. At 8:30AM Blue line construction was able to gather a crew to complete repairs. Blue line was on site at 10:00AM.

**Describe the emergency condition that exists as it relates to the health, safety and welfare of the public; protection of property; or function of government:**

Due to the loss of pressure and the underground exposure of the break the waterline is considered Compromised and is an extreme health and safety hazard to the residences that are affected by the outage.

Explain what effort, if any was made to complete the work needed:

On 1/22/2024 the break was excavated and repairs were completed water was turned on at 6:45 PM. On 1/23/2024 all of the mud and road debris were removed materials were trucked in to start back filling the site Due to the accessibility of asphalt preparation and repaving is scheduled for the week of 1/29/2024.

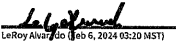
Note:

Emergency declaration from SFC-Procurement Division requires meeting criteria for emergency accordance of New Mexico State Statute (Sections 13-1-127 and 13-1-128 NMSA 1978). Prior to SFC- Purchasing Division authorization of funds for any emergency, the department must certify to SFC-Purchasing availability of funds to cover the emergency services. Please have your authorized person verify the following and sign with attached requisition and back-up.

(√one)

1.  the department will pay for the entire cost of the emergency
2.  the department can participate with \$ \_\_\_\_\_
3.  the department does not have any funds to cover the cost of the emergency
4.  other arrangements (specify) \_\_\_\_\_

Printed Name LeRoy Alvarado

Signature  Feb 6, 2024 Date 1/25/2024

Title Utilities Infrastructure Manager Cell (505) 490-0038 Ph. (505)

Department Director or Division Manager:

Signature  Date: Feb 14, 2024

*(Include additional sheets, other substantiating documents or pictures related to your request- include requisition and justification memo)*



**SANTA FE COUNTY**

**SANTA FE, NEW MEXICO**

**PURCHASE ORDER**

**IMPORTANT**

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES AND SHIPPING CONTAINERS. INVOICES ARE TO BE IN DUPLICATE

PAGE: 1  
P.O. NO.: 243009  
DATE: 02/16/2024  
C.O.NO.: 0  
C.O.DATE: 00/00/0000

TO: BLUELINE CONSTRUCTION INC  
PO BOX 28666  
SANTA FE, NM 875928666

SHIP TO/  
INVOICE TO:

PUBLIC WORKS DEPT/ADMIN  
SANTA FE COUNTY  
424 NM HIGHWAY 599  
SANTA FE, NM 87507

<b>VENDOR NO.</b>	NOTES				
20198	1. Federal Tax I.D. Number is required for payment 2. If unable to fill at prices shown, or meet delivery day, please advise immediately. 3. All items subject to terms and conditions on reverse.				
<b>DELIVERY BY</b>	<b>SHIP VIA</b>	<b>F.O.B.</b>		<b>TERMS</b>	
06/30/2024				NET 30	
<b>CONFIRM BY</b>		<b>CONFIRM TO</b>		<b>REQUISITIONED BY</b>	
MCCLINTOCK, BRIAN K		VIGIL, ADRIANA		BCPEREZ	
<b>FREIGHT</b>	<b>CONTRACT NO.</b>	<b>ACCOUNT NO.</b>	<b>PROJECT</b>	<b>REQ. NO.</b>	<b>REQ. DATE</b>
		50514104444003		0000243388	02/05/2024
<b>LINE NO.</b>	<b>QUANTITY</b>	<b>UOM</b>	<b>ITEM NO. AND DESCRIPTION</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>

1	2,500.00	EA	LEROY ALVARADO IS REQUESTING AN ENCUMBRANCE 000 004	1.0000	2,500.00
---	----------	----	--	--------	----------

Emergency water line repairs on 37 Sage Circle Las

Campanas.

Emergency Mobilization & Demobilization

@ \$2500.00

2	4,987.50	EA	CREW LABOR(5 EMPLOYEES @105/HR EA. = \$525 000 004	1.0000	4,987.50
---	----------	----	---	--------	----------

@ \$4987.50



**SANTA FE COUNTY**

SANTA FE, NEW MEXICO

**PURCHASE ORDER**

**IMPORTANT**

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES AND SHIPPING CONTAINERS. INVOICES ARE TO BE IN DUPLICATE

PAGE: 2  
 P.O. NO.: 243009  
 DATE: 02/16/2024  
 C.O.NO.: 0  
 C.O.DATE: 00/00/0000

TO: BLUELINE CONSTRUCTION INC  
 PO BOX 28666  
 SANTA FE, NM 875928666

SHIP TO/  
 INVOICE TO:

PUBLIC WORKS DEPT/ADMIN  
 SANTA FE COUNTY  
 424 NM HIGHWAY 599  
 SANTA FE, NM 87507

<b>VENDOR NO.</b>	NOTES				
20198	1. Federal Tax I.D. Number is required for payment 2. If unable to fill at prices shown, or meet delivery day, please advise immediately. 3. All items subject to terms and conditions on reverse.				
<b>DELIVERY BY</b>	<b>SHIP VIA</b>	<b>F.O.B.</b>		<b>TERMS</b>	
06/30/2024				NET 30	
<b>CONFIRM BY</b>		<b>CONFIRM TO</b>		<b>REQUITIONED BY</b>	
MCCLINTOCK, BRIAN K		VIGIL, ADRIANA		BCPEREZ	
<b>FREIGHT</b>	<b>CONTRACT NO.</b>	<b>ACCOUNT NO.</b>	<b>PROJECT</b>	<b>REQ. NO.</b>	<b>REQ. DATE</b>
		50514104444003		0000243388	02/05/2024

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
3	1,662.50	EA	BACKHOE WITH OPERATOR @ \$175/HOUR @ \$1662.50 000 004	1.0000	1,662.50
4	1,050.00	EA	IMPORT CLEAN FILL FOR BACKFILL @ \$1050.00 000 004	1.0000	1,050.00
5	1,750.00	EA	EXPORT EXISTING ASPHALT AND BASECOURSE - DOSPOSE 000 004  off-site@ \$1750.00	1.0000	1,750.00
6	1,500.00	EA	ROADWAYS REPAIRS RE-MOBILIZATION TO SITE FOR 000 004  roadway  @ \$1500.00	1.0000	1,500.00





**SANTA FE COUNTY**

SANTA FE, NEW MEXICO

**PURCHASE ORDER**

**IMPORTANT**

THIS PURCHASE ORDER NUMBER  
MUST APPEAR ON ALL INVOICES  
AND SHIPPING CONTAINERS.  
INVOICES ARE TO BE IN  
DUPLICATE

PAGE: 3  
P.O. NO.: 243009  
DATE: 02/16/2024  
C.O.NO.: 0  
C.O.DATE: 00/00/0000

TO: BLUELINE CONSTRUCTION INC  
PO BOX 28666  
SANTA FE, NM 875928666

SHIP TO/  
INVOICE TO:

PUBLIC WORKS DEPT/ADMIN  
SANTA FE COUNTY  
424 NM HIGHWAY 599  
SANTA FE, NM 87507

<b>VENDOR NO.</b>	NOTES				
20198	1. Federal Tax I.D. Number is required for payment 2. If unable to fill at prices shown, or meet delivery day, please advise immediately. 3. All items subject to terms and conditions on reverse.				
<b>DELIVERY BY</b>	<b>SHIP VIA</b>	<b>F.O.B.</b>		<b>TERMS</b>	
06/30/2024				NET 30	
<b>CONFIRM BY</b>		<b>CONFIRM TO</b>		<b>REQUITIONED BY</b>	
MCCLINTOCK, BRIAN K		VIGIL, ADRIANA		BCPEREZ	
<b>FREIGHT</b>	<b>CONTRACT NO.</b>	<b>ACCOUNT NO.</b>	<b>PROJECT</b>	<b>REQ. NO.</b>	<b>REQ. DATE</b>
		50514104444003		0000243388	02/05/2024
<b>LINE NO.</b>	<b>QUANTITY</b>	<b>UOM</b>	<b>ITEM NO. AND DESCRIPTION</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>

7	5,500.00	EA	REPLACE BASECOURSE AND ASPHALT PAVING @ \$5500.00	1.0000	5,500.00
			000 004		

See invoice: 1928 for details

8	1,302.81	EA	TAXES @ \$1302.81	1.0000	1,302.81
			000 004		

02/16/2024: Exempt from procurement pursuant to

"NMSA 1978 Sec.13-1-127 "Emergency Procurement"

Approved by B.Taylor. Line item approved by

Finance. AV



**SANTA FE COUNTY**

SANTA FE, NEW MEXICO

**PURCHASE ORDER**

**IMPORTANT**

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES AND SHIPPING CONTAINERS. INVOICES ARE TO BE IN DUPLICATE

PAGE: 4  
P.O. NO.: 243009  
DATE: 02/16/2024  
C.O.NO.: 0  
C.O.DATE: 00/00/0000

TO: BLUELINE CONSTRUCTION INC  
PO BOX 28666  
SANTA FE, NM 875928666

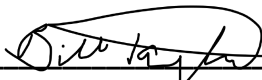
SHIP TO/  
INVOICE TO:

PUBLIC WORKS DEPT/ADMIN  
SANTA FE COUNTY  
424 NM HIGHWAY 599  
SANTA FE, NM 87507

<b>VENDOR NO.</b>	NOTES				
20198	1. Federal Tax I.D. Number is required for payment 2. If unable to fill at prices shown, or meet delivery day, please advise immediately. 3. All items subject to terms and conditions on reverse.				
<b>DELIVERY BY</b>	<b>SHIP VIA</b>	<b>F.O.B.</b>		<b>TERMS</b>	
06/30/2024				NET 30	
<b>CONFIRM BY</b>		<b>CONFIRM TO</b>		<b>REQUITIONED BY</b>	
MCCLINTOCK, BRIAN K		VIGIL, ADRIANA		BCPEREZ	
<b>FREIGHT</b>	<b>CONTRACT NO.</b>	<b>ACCOUNT NO.</b>	<b>PROJECT</b>	<b>REQ. NO.</b>	<b>REQ. DATE</b>
		50514104444003		0000243388	02/05/2024
<b>LINE NO.</b>	<b>QUANTITY</b>	<b>UOM</b>	<b>ITEM NO. AND DESCRIPTION</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>

TOTAL PURCHASE AMOUNT \$20,252.81

**NOT VALID UNLESS SIGNED BY THE COUNTY FINANCE  
DIRECTOR OR THE COUNTY PURCHASING AGENT**

 CPO 2/16/2024  
\_\_\_\_\_  
AUTHORIZED SIGNATURE & TITLE

## **County of Santa Fe Purchase Order for Services – General Terms and Conditions**

**Interpretation:** This PO represents the entire agreement between both parties, notwithstanding any Vendor's form. This Agreement shall be the sole and exclusive statement of the purchase of goods or services between the County and Vendor. Unless there is a separate written contract for the provision of goods or services, these terms and conditions shall be the sole and exclusive statement of the contract between the County and Vendor. In the event of a conflict between the terms and conditions of this PO and the terms of the written contract, the terms of the written contract or agreement shall govern.

**Acceptance:** Vendor shall accept the offer in writing, or by beginning to fill the order or perform the services requested by County. Acceptance is limited to the terms stated herein. The terms and conditions attached hereto shall apply to all orders placed under a County contract, subcontract or agreement.

**Assignment:** None of the sums due or to become due nor any of the work to be performed under this PO shall be assigned nor shall Vendor subcontract for completed or substantially completed work called for by this PO without County's prior written consent.

**Modification/Changes:** This PO constitutes the entire agreement between County and Vendor, and no modification hereof shall be effective unless agreed to in writing by authorized representatives of County. County's employees have no authority to direct any change except by a written change order or amendment signed by County's authorized representative.

**Audit:** The County may, subject to written notification to Vendor, conduct inspection at Vendor's facilities. Vendor shall, without charge, provide facilities for County's personnel and provide all requested data necessary for County's adequate inspection.

**Governing Law:** This PO shall be governed by the New Mexico Procurement Code, NMSA 1978, § 13-1-28 et seq.; NMSA 1978, § 6-6-11 (Bateman Act); Art. IX, Sec. 10 (County indebtedness) and Art. IX, Sec. 14 (Anti-donation) of the state constitution; and NMSA 1978, § 41-4-1 (Tort Claims Act), including the New Mexico Uniform Commercial Code, if applicable.

**Compliance with Law and County Policies and Procedures:** The County is exempt from payment of gross receipts tax on materials but may be subject to such tax on services, including "construction" as that term is defined in NMSA 1978, § 7-9-3.4. The taxable status of any sale of materials must be determined by the Vendor's legal counsel or tax consultant. Invoices rendered for additional taxes after bid award will not be honored. The Procurement Code, NMSA 1978, §§ 13-1-28 thru 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks. If this PO shall require the presence on County's premises of Vendor's employees, subcontractors or others under Vendor's control, Vendor shall comply with all applicable governmental regulations and rules of County's premises, encompassing without limitation those relative to environmental quality including safety, fire prevention and security requirements of the County Adult Detention Facility. Vendor shall at all times provide all equipment that is used in the performance of this PO, including all equipment to ensure the safety of all employees, subcontractors or others under Vendor's control.

**Waiver:** The failure of County to insist, in any one or more instances, upon the performance of any of the terms, or conditions or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term or condition or the future exercise of such right. The obligations of Vendor with respect to such future performance shall continue in full force and effect.

**Delivery:** Time is of the essence in this PO. If delivery of conforming goods or performance of conforming services is not complete by the time(s) promised, the County has the right, in addition to its other rights and remedies, to cancel this PO, to reject such goods or services in whole or in part, or to purchase substitute or goods or services elsewhere and charge Vendor with any loss incurred. Any provisions herein for delivery of goods or performance of services by installments shall not be construed as making the obligations of Vendor severable. Shipments sent C.O.D. without County's written consent will not be accepted and will be at Vendor's risk.

**Loss in Transit and Environmental Responsibility:** Title and risk of loss in transit shall not pass to County until delivery to County (or to carrier designated by County in cases where shipment is made F.O.B. Vendor's Shipping Point) in accordance with all applicable federal, state, or local laws or regulations, including but not be liable for any discharge, spill or other incident, including but not limited to expenses for any clean-up costs, involving any materials transported hereunder until completion of such delivery.

**Dangerous and Hazardous Material:** Packaging, packing, marking, labeling, documentation, handling and movement of any materials ordered shall be in accordance with applicable NM Department of Transportation (DOT) regulations or other applicable state laws. All packing sheets, bill of lading, or other shipping documents shall specify what the materials are and carry a certificate that the shipment is in proper condition for transportation as prescribed in DOT regulations or other applicable state laws.

**Inspection:** Notwithstanding any prior inspections or payments, all goods are subject to County's final inspection and acceptance at the destination which shall be conclusive except as to latent defects, fraud, mistakes and Vendor's warranty obligations. County may reject and return defective or nonconforming goods at Vendor's expense for credit, refund or replacement, at County's option. Vendor shall pay County's cost of inspecting, handling, removing, and/or revoking nonconforming goods.

**Shipment:** Shipment must be made in the quantity specified and over shipments may be rejected at County's discretion.

**Shipping:** Vendor shall enclose a packing sheet in each separate container and a master packing sheet in duplicate shall accompany each shipment. Packing sheets shall not show any prices. County's counter weight shall be accepted as final and conclusive on shipments not accompanied by packing sheets. Material shall be packed and marked for shipment as reasonably prescribed by, and at no additional cost to the County. Each shipping container shall contain the part number, date of shipment, bill of lading number, packing slip number, shipping container number of lot and number of containers in the lot.

**Invoice:** Invoice in duplicate to the "Invoice To" address on the PO. All invoices must show the PO number.

**Price:** County shall not be billed at prices higher than stated herein unless authorized in writing by County. Vendor represents that the prices charged for the goods or services covered by this PO are the lowest prices charged by Vendor and that such prices comply with all applicable laws and government regulations in effect at time of quotations, sale, delivery and performance.

**Payment:** Payment is net 30 days upon receipt of acceptable invoice or receipt of goods, whichever is later. Inquiries regarding payment should be directed to Finance at (505) 986-6375.

**Discounts:** Cash discounts will be calculated from date of receipt of acceptable invoice.

**Warranties:** All goods and services covered by this PO shall conform to the specifications, drawings, samples or other descriptions furnished or adopted by the County, and shall be merchantable, fit for the purpose intended, of best quality and workmanship and free from all defects. All goods delivered pursuant to this PO and manner of delivery thereof shall conform to standards established for such goods and delivery in accordance with any applicable federal, state or local laws and regulations.

**Insurance:** Vendor warrants that Vendor shall comply with all existing financial capability, responsibility, security or like laws, regulations and requirements of local, state and federal governments with respect to oil pollution or any other pollution damage whatsoever. Vendor agrees to protect, defend, indemnify, exonerate and hold Santa Fe County harmless from and against any and all suits, claims, liabilities, losses, liens and demands, fines, costs, criminal and civil penalties, causes of action or any obligations arising out of or in any manner connected with, incidents involving bodily injury, death, property or any violation or alleged violation of any federal, state or local law or regulation. Vendor is and undertakes performance thereof as an independent contractor, with sole responsibility for all persons employed in connection therewith, including without limitation exclusive liability for the payment of all federal, state, and local unemployment and disability insurance and all social security and other taxes and contributions payable in respect to such persons from and against which liability Vendor agrees to indemnify, exonerate and hold harmless the County. Vendor shall provide to County upon request certificates of insurance evidence that the Vendor has purchased the following insurance: General Comprehensive Liability Insurance. Vendor's Comprehensive Automobile Liability Insurance limits established by New Mexico Tort Claims Act: Worker's Compensation, limits established by applicable statutes; Employee liability coverage, the greater of the limits of liability established by the New Mexico Tort Claims Act or \$1,000,000. Vendor's protective liability insurance limits shall be the same as specified for Vendor's Commercial General Liability Insurance. All such persons shall be subject to all applicable rules of County's premises, including those for safety and fire protection.

**Confidentiality:** No disclosure, description or other communication of any sort shall be made by Vendor to any third party of the fact of County's purchase of goods or services hereunder, or of the details and characteristics thereof, without County's prior written consent. Any items furnished to Vendor by County pursuant to this PO, including without limitation samples, drawings, patterns and materials, shall remain the property of the County, shall be held at Vendor's risk and shall be returned upon completion of the work or termination of this PO; no disclosure or reproduction thereof in any form shall be made without County's written consent. Vendor shall be liable to County for any unauthorized disclosure or use of the items furnished to Vendor by the County.

**Patent/Copyright Infringement:** Vendor represents and warrants that the sale or used of the goods supplied under this PO shall not infringe upon any United States or foreign patent, copyright or trademark, industrial design right or other proprietary right. Vendor shall indemnify, defend and hold County, its successors, assigns, officers, employees and agents harmless from and against any damage, liability, claim, loss, costs, expenses and fees which may be incurred on account of infringement or alleged infringement under this PO.

**Force Majeure:** Failure by either party to perform hereunder, in whole or in part, occasioned by act of God or public enemy, fire explosion, perils of the sea, flood, drought, war, riot, sabotage, accident, embargo, government priority, requisition or allocation, or any circumstances of like or different character beyond the reasonable control of the party so failing to perform, or by interruption of or delay in transportation, labor trouble from whatever cause arising and whether or not the demands of the employees involved are reasonable and within the affected party's power to concede shall not subject said party to any liability to the other party. At County's option, this PO may be modified, or changed or terminated for the above such circumstances.

**Termination/Cancellation:** County reserves the right to terminate this PO at any time with respect to undelivered goods or services by written notification or oral notice confirmed in writing.