

**SANTA FE COUNTY
PUBLIC WORKS DEPARTMENT**

INVITATION FOR BIDS



IFB NO. 2019-0004-PW/MAM

**PURCHASE & DELIVERY
REFLECTIVE SIGN & PAVEMENT
MARKING MATERIAL**

SEPTEMBER 2018

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ADVERTISEMENT

INVITATION FOR BIDS

**IFB NO. 2019-0004-PW/MAM
REFLECTIVE SIGN & PAVEMENT MARKING MATERIAL**

The Santa Fe County Public Works Department is requesting bids for the purpose of procuring a four (4) year Price Agreement for reflective sign and pavement marking material to be used on roads county-wide. Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, Santa Fe County reserves the right to issue a Multiple Source Award” to obtain the items and/or services listed. Multiple awards are recommended to ensure availability and/or timely delivery.

Bids may be held for ninety (90) days subject to all action by the County. Santa Fe County reserves the right to reject any and all bids in part or in whole. A completed bid package shall be submitted in a sealed container indicating the IFB title and number along with the Offeror’s name and address clearly marked on the outside of the container. **All bids must be received by 2:00 PM (MDT) on Monday, October 22, 2018, at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, NM 87501.** By submitting a bid for the requested services/items each bidder certifies that its bid complies with the requirements stated within this Invitation for Bid.

A Pre-Bid Conference will be held on Wednesday, September 26, 2018 @ 8:30 AM (MDT) at the Public Works Conference Room located at 424 New Mexico 599 Frontage Road, in Santa Fe for all interested Bidders to review and discuss the bid packet. *Attendance at the pre-bid conference is not mandatory but is strongly encouraged.*

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/services/current_solicitations

BIDS 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.

Santa Fe County
Purchasing Division

Published: September 16 & 17, 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 Monday, October 22, 2018** at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Bokum Building, Second Floor), Santa Fe, NM 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) 992-6753

3. Bids must be submitted in a sealed envelope or container and be clearly marked with the words: **Sealed Bid Enclosed, IFB No. 2019-0004-PW/MAM**. 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, e-mail, 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 **September 26, 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 modifications of bids shall be permitted. A Bidder alleging a material mistake of fact after the opening of bids may be permitted to withdraw its bid upon written request prior to contract award. Bids may be withdrawn upon receipt of written 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 Bidders authorized representative or agent. Resubmission of the modified bid must be received within the specified time of bid opening in order 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 specifications 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. **Time for Completion; Liquidated Damages:** Time is of the essence for purposes of this solicitation. All damages resulting from late delivery of goods or services shall be the responsibility of the bidder.

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:** All successful Bidders for material/services bid shall be subject to payment by the County has a period of net thirty (30) days after receipt of the firm’s proper and acceptance invoices(s) by Santa Fe County.
6. **Applicable Taxes:** Bid prices offered by interested bidders 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 goods. The awarded bidder may request a non-taxable transaction certificate (NTTC) from the Purchasing Division.
7. **Estimated Quantities:** All bidders understand that any quantities stated in this IFB are estimated quantities of each services needed by the County and actual quantities ordered during the term of the Price Agreement may vary. Santa Fe County assumes no liability in the event actual requirements do not equal the stated estimated quantities. Actual purchases by the County for materials and/or services stated in this IFB are contingent upon available funding.

8. **Inspection and Acceptance:** Final inspection and acceptance of materials will be made by the County at the point of delivery. Non-conforming materials shall be rejected by the County and shall be removed by the bidder at its own 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 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:** The contractor(s) invoice shall be submitted in triplicate, duly certified, and contain at a minimum the following information to be acceptable to the County:
 - Purchase order number
 - Invoice number
 - Unit/Hourly/Discount prices (include extended totals) Complete descriptions of services and materials rendered.
 - Complete descriptions of goods and/or services rendered
 - Separate invoices shall be issued for each completed shipment, project or phase of services
11. **Rights to Cancel:** The County reserves the right to cancel all or any part of any resulting order without cost to the County if the contractor(s) fails to meet material provisions of the order, and except as otherwise provided herein, to hold the Contractor(s) liable for any excess costs associated with the contractor's default. The awarded Contractor(s) shall not be liable for any excess costs if failure to perform is due to causes beyond the control of the contractor and is not due to the Contractor's own negligence. 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 subcontractors due to any of the above, unless the County can determine that materials and/or services to be supplied by the subcontractor 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 IFB 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 used.
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 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 to function as indicated in the specifications. The awarded bidder shall be responsible for ensuring that goods and/or services offered meet or exceed the stated criteria.

ANY EXCEPTIONS TO THE 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 bidder orally. Each request for interpretations shall be in writing to Michelle A. Marmion, Santa Fe County, Purchasing Division at 142 W. Palace Avenue, Second Floor, Santa Fe, NM, 87501, through e-mail at mmarmion@santafecountynm.gov or via fax at (505) 989-3243, and to be given consideration must be received at least seven (7) working 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 written addenda to the IFB which, if issued, will be e-mailed, faxed or other means determined by the County as reasonable to expedite this process to all prospective firms prior to the date fixed for the receipt of bids. A new bid opening schedule may be set to allow for modification and resubmission of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve such bidder from any obligation under their bid as submitted. **All addenda so issued shall become part of the contract documents and shall be acknowledged by the bidder on the bid sheet hereto Brand Names and Model Numbers, if applicable:** Specifications in this IFB are not meant to be restrictive, but descriptive. Specifications contained herein reflect the minimum acceptable 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 which preclude mismatch of sizes, styles or color. Substitutions which would

require additional delivery time, expense or modifications of the original design may be rejected.

20. **Item Description(s), if applicable:** All items on all pages of the specification 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.
21. **Compatibility or Brand Name(s), if applicable:** 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 its 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.
22. **Evaluation and Determination of Product(s):** The evaluation of bids and the determination as to equality of the product or service proposed shall be the responsibility of the County and will be based on information provided in the bid and/or information reasonably available to the County.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.

28. **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.
29. **Notice:** 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.

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 & 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 these items 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 bidder's and manufacturer's facilities for the purposes of inspection during the agreement period, to inspect the 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 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 Bidder from corrections of defects. The final acceptance shall not be binding upon the County or conclusive, should it subsequently develop the bidder had furnished inferior items or had departed from the specifications and/or the terms of the contract. 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 drawings, if any) at the 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 the Service Agreement, the provisions of the Service Agreement shall prevail.
6. **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.

7. **Sufficient Appropriation**: The County reserved the right to terminate and Price Agreement awarded as a result of this IFB 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.
8. **Escalation Clause**: In the event of a product cost increase, an escalation request will be reviewed by the County on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for and actual cost increase.

Effective dates for increase will not be any sooner than thirty days from the date the written request is received by this office. To facilitate prompt consideration, all requests for price increase must include all information listed below:

- Price Agreement Item Number
- Current item Price
- Proposed New Price
- Percentage of Increase
- Mill/Supplier notification of price increase indicating percentage of increase including justification for increase.

If approved and accepted by the County the escalation increase will be terminated as soon as the market stabilizes.

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SPECIFICATIONS

1. OBJECTIVE DESCRIPTION

Santa Fe County is issuing an Invitation for Bids for the purchase and delivery of reflective sign and pavement marking material for the Public Works Department located at 424 NM 599, Santa Fe, N.M. 87506 to be used on county-wide roads.

The County reserves the right to award a “multiple source award” pursuant to NMSA 1978 section 13-1-153 to the bidder(s) submitting the lowest, responsive bid(s) meeting or exceeding specifications.

The successful bidder(s) will be awarded a four (4) year Price Agreement for a total contract term of four (4) years.

The prices quoted herein represent the total compensation to be paid by the County for goods and/or services provided. It is understood that the party providing said goods and/or services to the County is responsible for payment of all cost of labor, equipment, tools, materials, federal taxes, permits, licenses, fees and any other items necessary to complete the work provided. The prices quoted include an amount sufficient to cover such costs.

METHOD OF AWARD

1. This Agreement may be awarded to one (1) or more vendors but not to exceed two (2) vendors per group. Each group of items shall be awarded based on unit price times the quantity of each item with all items of the group added together to determine overall low for that group.

Items will be awarded as follows:

- Items 1 thru 17 - Sheeting
 - Items 18 – Pavement Marking Tape
 - Items 19 thru 48 – Pre-formed Pavement Markings
 - Items 49 thru 53 – Pre-formed Thermoplastic Material
 - Items 54 thru 55 – Barrier Delineation
 - Items 56 thru 57 - Reflective Raised Pavement Markers
 - Items 58 thru 87 – Pre-formed, Pre-Patterned Markings, Improved Retro-reflectivity
2. For a bid to be considered for award to a group, prices must be submitted for all items for that group. Failure to do so will result in the bid being deemed irregular and rejected from consideration for award to that group.
 3. Bids must be submitted for all items that are part of a group. Failure to do so will result in the rejection of bid.

UTILIZATION OF VENDORS

1. The following procedure for the utilization of vendors shall be used on multiple source Price Agreements:
 - a) The selection of a vendor from a multiple source Price Agreement to provide an item shall be based on the purchase order.
 - b) The County shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded vendor.
 - c) The vendor selected to provide requested items shall be the vendor providing items for the specific purchase order at the lowest overall cost to the County.
2. The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by Santa Fe County and quantities may be increased or decreased as necessary to meet actual field requirements. Santa Fe County does not guarantee any amount of work.

SPECIFICATIONS

1. All bid items and materials shall meet (or exceed) the New Mexico Department of Transportation (NMDOT) Standard Specifications for Road and Bridge Construction, 2007 Edition, Division 700 on the Traffic Control Devices and with the manual for Uniform Traffic Control Devices, Section 701, current edition, plus any Supplemental/Standard Specifications or memo's regarding Sign Sheeting Requirements established by NMDOT.

Bidders who may not be fully aware of these requirements and specifications are cautioned to become completely acquainted with them prior to bidding on the Price Agreement.
2. Vendors shall have prior product approval through NMDOT in order for bid items to be awarded.
3. Non-reflective sheeting (film) and products must meet all requirements for reflective sheeting except those requirements pertaining to reflectivity.
4. Service life must be designated in specifications and must be guaranteed by the manufacturer of reflective sheeting or related material.
5. Ink systems shall be one (1) part UV resistive for all standard color inks. No additional clear coating of signs required. The ink systems shall be Non-ISO Cynate. All inks shall be compatible with the Department's silk screen material with one hundred eighty (180) screen mesh. All inks shall be removable with thinners and/or citrus based screen wash. Thinner shall be compatible and capable of removing inks systems provided to the County. This material (ink and thinners) shall be provided to the County at no cost.

6. Vendors of any pre-formed tape items shall provide application equipment and necessary technical support.
7. Vendors shall provide technical service support upon request with reasonable notification.
8. Vendors shall furnish technical literature and product bulletins for all items awarded, upon request.
9. Slip-sheeting paper shall be provided by manufacturer at no additional cost to the County.
10. Heat Gun Specifications – The hand-held Heat Gun (Item 56) shall be propane fueled and suitable for the application of pre-formed thermoplastic pavement markings on both asphalt and concrete surfaces and shall be UL listed and approved. The length of the heat gun (from air intake to the end of nozzle) must be at least thirty-seven (37) inches. The minimum length of hose shall be twenty (20) feet with a three hundred sixty (360) degree swivel joint, and the minimum width of five (5) inches for the nozzle. The nozzle must be constructed of stainless steel and the gas injection venture must be made of aluminum or other similar materials. The handle must be made of insulating plastic or similar materials. The maximum weight of the heat gun without the hose and gas cylinder valve shall be four (4) pounds. It must be equipped with a piezoelectric type igniter that is built in and protected by the trigger body of the heat gun. Heat guns ignited by pilot flames, batteries or flint will NOT be acceptable. No part of the heat gun, including the nozzle shall become warmer than one hundred twenty-five degrees (125°) Fahrenheit during a three (3) minute uninterrupted run at maximum power. Gas flow to the nozzle shall cease and flame will extinguish when the heat gun trigger is released. Max fuel consumption during continuous use will be eight (8) pounds/hour. The heat gun shall have an automatic safety shut off valve in case of leakage or breakage of hose or connectors. The heat gun shall have an adjustable regulator valve. The heat gun must produce a minimum of two hundred thousand (200,000) BTU's. The heat gun shall be operated by a "dead man trigger", which when pressed, automatically ignites the heat gun without the use of any pilot flame. The heat gun shall com with a twelve (12) month warranty covering parts and labor.

COMMERCIAL WARRANTY

The vendor agrees that the supplies and/or services furnished under this order shall be covered by the most favorable commercial warranty the Vendor gives to any customer for such supplies or services.

PACKING, SHIPPING AND INVOICING

1. Vendor shall ship in accordance with the instructions on the purchase order. Shipment shall be made only against specific orders which the procuring department may place with the vendor during the term of the Price Agreement. The vendor shall enclose a packing list with each shipment listing the order number, price agreement number and the

item number. The County's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing list.

2. The vendor shall ship all products F.O.B. destination. Except for loss or damage directly attributable to the negligence of a procuring department, the vendor shall bear all risk of loss or damage until products have been accepted by the procuring department. Destination charges are included in the product price on the bid sheet. The vendor may impose shipping and handling charges for enhanced delivery services (overnight courier service, second-day courier service or delivery-by-messenger service). Such enhanced delivery charges shall be pre-paid by the vendor and billed as separate item at actual cost. The vendor shall advise the procuring department of any enhanced delivery charges prior to the acceptance of the purchase order.
3. Whenever a procuring department does not accept any product and returns it to the vendor, all related documentation furnished by the vendor shall be returned also. The department will inform the Vendor within five business days that a deliverable is unacceptable by the department.
4. The vendor shall bear all risk of loss or damage with respect to the returned products except for loss or damage directly attributable to the negligence of the department.
5. Unless otherwise agreed upon by the department, the vendor is responsible for the pick-up of the returned items.
6. The vendor's invoice shall be submitted duly certified and shall contain the following information: purchase order number, description of supplies or services, quantities, unit price and extended totals.
7. Separate invoices shall be rendered for each and every complete shipment. Invoices shall be submitted to the County department named on the purchase order.

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BID FORM

Project: Purchase and Delivery
Reflective Sign & Pavement Marking Material

IFB# 2019-0004-PW/MAM

Bidder Information:

This Bid is submitted to:

Name:

Santa Fe County Purchasing Division

Address:

**142 W. Palace Ave. (2nd 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 **IFB No. 2019-0004-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:

**PURCHASE AND DELIVERY
OF REFLECTIVE SIGN & PAVEMENT MARKING MATERIAL**

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)

List three references, including names and phone numbers:

(Attach listing of references to Bid)

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

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

BID SHEETS

**IFB #2019-0004-PW/MAM
PURCHASE AND DELIVERY
OF REFLECTIVE SIGN & PAVEMENT MARKING MATERIAL**

Please offer your best price for all bid items based on the unit price indicated below to include all costs for labor, equipment, tools, materials, federal tax, permits, licenses, fees, freight and any other items necessary to complete the services.

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
1	10,000	SF	Non-reflective sheeting (Vinyl film) and border material, all standard colors, white and black series.		
2	9,000	SF	Acrylic, colored film with pressure sensitive adhesive for application over reflective sheeting. For use in electronic cutting apparatus that require non-punched material, all standard colors, white and black series.		
3	375	SF	Protective overlay film solvent and graffiti resistant transparent film coated with pressure sensitive adhesive, to be compatible with all process inks used in sign sheeting.		
4	500	SF	Transparent protective overlay film coated with pressure sensitive adhesive. Resists stains, solvents, graffiti and stickers. UV resistant with less than 6% reflectivity loss from initial retro-reflectivity values. Compatible with all electronic cut-able film and process inks used in sign sheeting.		
5	9,000	SF	Prismatic reflective sheeting and border material ASTM Type IV, all standard colors.		
6	9,000	SF	Prismatic reflective sheeting and border material ASTM Type VIII, all standard colors		
7	3,000	SF	Prismatic reflective sheeting and border material, florescent yellow-green and yellow ASTM Type VIII.		

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
8	3,000	SF	Prismatic reflective sheeting, florescent orange ASTM Type VIII.		
9	10,000	SF	Prismatic reflective sheeting and border material, ASTM Type IX (VIP), all standard colors.		
10	7,000	SF	Reflective sheeting and border material diamond grade, VIP, florescent yellow-green, and yellow, ASTM Type IX.		
11	3,000	SF	Reflective sheeting and border material diamond grade, VIP, florescent orange, ASTM Type IX.		
12	7,000	SF	Prismatic reflective sheeting and border material, ASTM Type XI (DG3), all standard colors.		
13	7,000	SF	Reflective sheeting and border material diamond grade, DG3, florescent yellow-green and yellow, ASTM Type XI.		
14	3,000	SF	Reflective sheeting and border material diamond grade, DG3, florescent orange, ASTM Type XI.		
15	1,800	SF	Barricade pre-stripe reflective sheeting white and orange rolls 4 inch and 6 inch stripe, left or right, high intensity prismatic sheeting ASTM Type IV.		
16	10,000	SF	Transfer (pre-spacing) tape for use in lifting off legends cut on electronic cutting devices from sheeting backing and onto traffic signs.		
17	800	SF	Clear Transfer (pre-spacing) tape for use in lifting off legends cut on electronic cutting devices from sheeting backing and onto traffic signs.		
18	1,000	LF	Pavement marking tape, 4 inch temporary removable, detour grade, yellow and white, Type 1.		

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
19	20	EA	Pre-formed pavement markings, retro-reflective, white, Type 1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. Straight Arrow		
20	60	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. Curve right or left arrow (as specified at time of order)		
21	20	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. “Only” Legend		
22	50	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. “School” Legend		
23	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. “Stop” Legend		
24	15	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. “RR XNG” Legend		
25	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. Letter “R” Legend		

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
26	5	EA	Pre-formed pavement markings, retro-reflective, white, Type 1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. “Right” Legend		
27	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. “Left” Legend		
28	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. “Turn” Legend		
29	15	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. “Ahead” Legend		
30	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. “PED” Legend		
31	65	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. “XING” Legend		
32	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. “Signal” Legend		

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
33	5	EA	Pre-formed pavement markings, retro-reflective, white, Type 1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. “Exit” Legend		
34	5	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. “MPH” Legend		
35	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. Numeral 0 to 9 (as specified at time of order)		
36	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. Elongated straight arrow		
37	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. Elongated arrow right or left (as specified at time of order)		
38	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. Fillet right (for elongated combination right arrow) or Fillet left (for elongated combination left arrow) (as specified at time of order)		
39	7,000	SF	Pre-formed pavement markings, retro-reflective, white & yellow Type I, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. Roll goods for stop bars, crosswalks, striping tape 60 mil.,etc (not incl. primer)		

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
40	800	SF	Pre-formed pavement markings, retro-reflective, white, Type 1, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. Non-standard (custom) legends not referenced in bid (not including primer)		
41	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. “Bike” legend		
42	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. Bike rider symbol 4’		
43	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. Bike rider symbol 6’		
44	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. Bike rider symbol 8’		
45	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. “HWY” Legend		

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
46	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. 6’ Bike straight arrow legend		
47	10	EA	Pre-formed pavement markings, retro-reflective, white, Type I, 60 mil., with no “surface preparation adhesive” required as per manufacturer’s recommendations. RR-Xing kit		
48	100	GAL	Surface preparation adhesive when required for installation conditions for pre-formed pavement markings, retro-reflective, Type 1, with no “surface preparation adhesive” required as per manufacturer’s recommendations.		
49	1,000	SF	Pre-formed thermoplastic linear material, 125 millimeter thickness. No pre-heating of road surface required.		
50	6,000	SF	Pre-formed thermoplastic legends, 125 millimeter thickness. No pre-heating of road surface required.		
51	1,000	SF	Pre-formed thermoplastic linear material 125 millimeters thickness. Pre-heating of road surface required.		
52	1,000	SF	Pre-formed thermoplastic legends, 125 millimeters thickness. Pre-heating of road surface required.		
53	4	EA	Heat gun for applying pre-formed thermoplastic bid items. Vendor to furnish a complete price list for replacement parts.		
54	6,000	LF	Barrier delineation system –retro-reflective sheeting applied to thin gauge aluminum and formed to a unique shape per manufacturer’s specifications, 4 or 6 inch widths, standard colors.		

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
55	6,000	LF	Barrier delineation system-retro-reflective sheeting applied to thin gauge aluminum and formed to a unique shape per manufacturer's specifications, 4 or 6 inch widths, florescent colors.		
56	800	EA	Reflective raised pavement markers, two-way (colors to be specified at time of ordering)		
57	800	EA	Reflective raised pavement markers, one-way (color to be specified at time of ordering)		
58	20	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with no "surface preparation adhesive" required as per manufacturer's recommendations. Straight arrow MFGR's product name: 3M 380 IES.		
59	65	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. Curve right or curve left arrow MFGR's product name: 3M 380 IES		
60	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "Only" legend MFGR's product name: 3M 380 IES		
61	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with "no surface preparation adhesive" required as per manufacturer's recommendations. "School" legend MFGR's product name: 3M 380 IES		

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
62	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with “no surface preparation adhesive” required as per manufacturer’s recommendations. “Stop” legend MFGR’s product name: 3M 380 IES		
63	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with “no surface preparation adhesive” required as per manufacturer’s recommendations. RR Xing kit legend MFGR’s product name: 3M 380 IES		
64	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with “no surface preparation adhesive” required as per manufacturer’s recommendations. Letter “R” legend MFGR’s product name: 3M 380 IES		
65	5	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with “no surface preparation adhesive” required as per manufacturer’s recommendations. “Right” legend MFGR’s product name: 3M 380 IES		
66	5	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with “no surface preparation adhesive” required as per manufacturer’s recommendations. “Left” legend MFGR’s product name: 3M 380 IES		
67	7	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with “no surface preparation adhesive” required as per manufacturer’s recommendations. “Turn” legend MFGR’s product name: 3M 380 IES		

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
68	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with “no surface preparation adhesive” required as per manufacturer’s recommendations. “Ahead” legend MFGR’s product name: 3M 380 IES		
69	5	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with “no surface preparation adhesive” required as per manufacturer’s recommendations. “PED” legend MFGR’s product name: 3M 380 IES		
70	65	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with “no surface preparation adhesive” required as per manufacturer’s recommendations. “Xing” legend MFGR’s product name: 3M 380 IES		
71	5	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with “no surface preparation adhesive” required as per manufacturer’s recommendations. “Signal” legend MFGR’s product name: 3M 380 IES		
72	5	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with “no surface preparation adhesive” required as per manufacturer’s recommendations. “Exit” legend MFGR’s product name: 3M 380 IES		
73	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with “no surface preparation adhesive” required as per manufacturer’s recommendations. “MPH” legend MFGR’s product name: 3M 380 IES		

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
74	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with “no surface preparation adhesive” required as per manufacturer’s recommendations. “Numeral 0 to 9” (as specified at time of ordering) MFGR’s product name: 3M 380 IES		
75	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with “no surface preparation adhesive” required as per manufacturer’s recommendations. “Elongated straight arrow” . MFGR’s product name: 3M 380 IES		
76	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with “no surface preparation adhesive” required as per manufacturer’s recommendations. “Elongated straight arrow right or left (as specified at time or ordering) MFGR’s product name: 3M 380 IES		
77	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with “no surface preparation adhesive” required as per manufacturer’s recommendations. “Fillet right” - for elongated combination each right arrow or “Fillet left” - for elongated combination each left arrow, (as specified at time of ordering) MFGR’s product name: 3M 380 IES		
78	8,000	SF	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, white and yellow, 60 mil, with “no surface preparation adhesive” required as per manufacturer’s recommendations. Roll goods for stop bars, crosswalks, striping tape, etc. (not including primer) MFGR’s product name: 3M 380 IES		

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
79	1,000	SF	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with “no surface preparation adhesive” required as per manufacturer’s recommendations. Non-standard (custom) legends not referenced in bid (not including primer) MFGR’s product name: 3M 380 IES		
80	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with “no surface preparation adhesive” required as per manufacturer’s recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20 “Bike” legend (not including primer) MFGR’s product name: 3M 380 IES		
81	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with “no surface preparation adhesive” required as per manufacturer’s recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20 Bike rider symbol 4’ (not including primer) MFGR’s product name: 3M 380 IES		
82	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with “no surface preparation adhesive” required as per manufacturer’s recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20 Bike rider symbol 6’ (not including primer) MFGR’s product name: 3M 380 IES		

Item	Est. Qty.	Unit	Article and Description	Unit Price \$	Unit Price Written in Word
83	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with “no surface preparation adhesive” required as per manufacturer’s recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20 Bike rider symbol 8’ (not including primer) MFGR’s product name: 3M 380 IES		
84	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with “no surface preparation adhesive” required as per manufacturer’s recommendations. “HWY” legend (not including primer) MFGR’s product name: 3M 380 IES		
85	15	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with “no surface preparation adhesive” required as per manufacturer’s recommendations. Bike lane series pavement tape legends/symbols per FHWA publication HTO-20. 6’Bike straight arrow (not including primer) MFGR’s product name: 3M 380 IES		
86	10	EA	Pre-formed, pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with “no surface preparation adhesive” required as per manufacturer’s recommendations. RR-Xing kit (not including primer) MFGR’s product name: 3M 380 IES		
87	100	GAL	Surface preparation adhesive when required for installation conditions for pre-formed pre-patterned pavement markings with improved retro-reflectivity retention, 60 mil, with “no surface preparation” required per manufacturer’s recommendations.		

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

BID SUBMITTED BY:

COMPANY NAME: _____

NAME: _____

SIGNATURE: _____

TITLE: _____

EMAIL ADDRESS: _____

DATE: _____

PERFORMANCE BOND

A. KNOW ALL MEN BY THESE PRESENT, THAT WE _____, as PRINCIPAL hereinafter called the “CONTRACTOR” and _____, as SURETY hereinafter called the “SURETY”, are held and firmly bound unto OBLIGEE Santa Fe County, a Political Subdivision of the State of New Mexico, hereinafter called the “COUNTY”, in the sum of _____ (\$_____) dollars for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, the CONTRACTOR has a written contract dated _____, 2018, with the COUNTY for Reflective Sign & Pavement Marking Materials Services in Santa Fe County, New Mexico, in accordance with drawings and specifications which contract is referenced made part hereof, and is hereinafter referred to as the “Contract.”

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract (including any amendment thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect until the COUNTY shall by written instrument notify the SURETY that the obligation is discharged, except that the obligation shall continue for at least three (3) months following the expiration of the term of the Contract.

1. The SURETY hereby waives notice of any alteration or extension of the Contract time made by the COUNTY.
2. Whenever CONTRACTOR shall be, and is declared by the COUNTY to be in default under the Contract, the COUNTY having performed the COUNTY’S obligations thereunder, the SURETY must promptly remedy the default and shall promptly:
 - (1) Complete the Contract in accordance with its terms and conditions, or
 - (2) Obtain a bid or bids for submission to the COUNTY for completing the Contract in accordance with its terms and conditions, and upon determination by the COUNTY and SURETY of the lowest responsible bidder, arrange for a contract between such bidder and Santa Fe County, and make available as work progresses (even though there should be a default or a secession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the Contract price” as used in this paragraph, shall mean the total amount payable by the COUNTY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the COUNTY to CONTRACTOR.

D. No right of action shall accrue on this Performance Bond to or for the use of any person or corporation other than Santa Fe County named herein or the heirs, executors, administrators, or successors of Santa Fe County.

E. This Bond shall be enforceable without the need to have recourse to any judicial or arbitral proceedings.

SIGNED AND SEALED THIS _____ DAY OF _____, 2018.

CONTRACTOR – PRINCIPAL (signature)

By: _____
(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY (signature)

(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY'S Authorized New Mexico Agent

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE _____

_____ as PRINCIPAL hereinafter called the “PRINCIPAL and _____ as SURETY hereinafter called the “SURETY”, are held and firmly bound unto Santa Fe County, a Political Subdivision of the State of New Mexico as OBLIGEE hereinafter called the “COUNTY”, for the use and benefit of any claimants as herein below defined, in the amount of _____ (\$.) dollars for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has a written contract dated _____, 2018, with the COUNTY for Reflective Sign & Pavement Marking Material Services in Santa Fe County, New Mexico, which must be constructed in accordance with drawings and specifications which contract is referenced and made a part hereof, and is hereinafter referred to as the “Contract.”

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if PRINCIPAL shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined as one having a direct contract with the PRINCIPAL or with a subcontractor of the PRINCIPAL for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include but not be limited to that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment directly applicable to the Contract.
2. The above named PRINCIPAL and SURETY hereby jointly and severally agree with the COUNTY that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant’s work or labor was done or performed, or materials were furnished by such claimant, prosecute a suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereof. The COUNTY shall not be liable for payment of any cost or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, or other than one having a direct contract with the PRINCIPAL, shall have written notice in the form of an sworn statement to the COUNTY and any one or both of the following: the PRINCIPAL or SURETY above named, within ninety (90) days after such said claim is made or suit filed, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.
 - b. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the COUNTY, PRINCIPAL or SURETY, at any place where an office is regularly maintained by said COUNTY, PRINCIPAL or SURETY for the transaction of business, or served in any manner in

which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

- 4. Any suit under this Labor and Material Bond must be instituted in accordance with the statute of limitation under Section 37-1-3 NMSA 1978.
- 5. No right of action shall accrue on this Bond to or for the use of any person or corporation other than subcontractors or sub-subcontractors of the said Contract between PRINCIPAL and Santa Fe County named herein.

SIGNED AND SEALED THIS _____ DAY OF _____, 2018.

CONTRACTOR – PRINCIPAL (signature)

By: _____
(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY (signature)

(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY’S Authorized New Mexico Agent

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

**PURCHASE AND DELIVERY OF
REFLECTIVE SIGN AND PAVEMENT MARKING MATERIAL**

IFB No. 2019-0004-PW/MAM

An Acknowledgement of Receipt Form should be signed and submitted to the Purchasing Division no later than September 26, 2018 by close of business. Only Bidders who elect to return this completed form, with the intention of submitting a bid, will receive copies of the County's written responses as well as IFB Addenda, if any are issued.

BIDDER: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO: _____

E-MAIL: _____ FAX NO: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

The above name and address will be used for all correspondence related to the IFB. Bidder does / does not (CIRCLE ONE) intend to respond to this IFB.

Michelle A. Marmion
Santa Fe County
Purchasing Division
142. W. Palace Avenue (Second Floor)
Santa Fe, NM 87501
Telephone: (505) 992-6753
Fax: (505) 989-3243
Email: 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 body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office.

“Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

APPENDIX C

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

“I 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 facts regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

SIGNED AND SEALED THIS _____ DAY OF _____, 2018.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D

SANTA FE COUNTY INDEFINITE QUANTITY PRICE AGREEMENT WITH _____ FOR REFLECTIVE SIGN AND PAVEMENT MARKING MATERIAL

THIS AGREEMENT is made and entered into by and between Santa Fe County, New Mexico, a New Mexico political subdivision, (hereinafter “**County**”) and _____, located at _____ 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 reflective sign and pavement marking material to a Using Department which issues a Purchase Order.
- E. “**Price**” means the fixed prices paid by the County and its Departments for reflective sign and pavement marking material as described in Attachment A.

2. SERVICES AND/OR GOODS TO BE PROVIDED

- A. **Materials and Services on Exhibit A.** The Using Department may request Contractor’s services which are the subject of this Price Agreement. **The services ordered must be a service listed as a bid item on Exhibit A to this Agreement and all services must meet the Specifications for Materials and Application which is attached to Exhibit A.** All orders issued hereunder must bear the purchase order number and number of this Price Agreement No. 2018-00004-PW/MAM.
- B. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the items listed on Exhibit A on an as-needed basis. No guarantee or warranty is made or implied, by either the County or the Using Department that any order for any minimum, maximum or otherwise definite quantity will be issued under this Price Agreement. Quantities of services and/or materials may vary and the Contractor is required to accept the Purchase Order and furnish the item(s).
- C. **Specifications.** The services and materials furnished hereunder this Price Agreement shall conform to the requirements of the technical specifications and standards indicated in Exhibit A. Orders issued pursuant to this Price Agreement must show the applicable Price Agreement service, quantity and price. Any materials used in providing the services under this Price Agreement must meet or exceed the manufacturer’s specifications.
- D. **Delivery and Billing Instructions.**

1. The Contractor shall deliver the items in accordance with the County's instructions. The Contractor shall also deliver, with the items ordered, an invoice listing the order number and the Price Agreement number.
2. Whenever, the Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.
3. The Department will inform the Contractor within five business days that a deliverable is unacceptable by the Department.
4. Prices listed in Exhibit A, for each item, shall be the fixed prices for the items.

E. Time for Completion; Liquidated Damages. Time is of the essence for the purposes of this Price Agreement. In the event the Contractor fails to complete a project by the Completion Date indicated, and as may be amended, by the Using Department, the Contractor shall incur liquidated damages in the amount of One Hundred Dollars (\$100.00) per calendar day from the Completion Date until the date the Contractor completes the road stripping project.

3. COMPENSATION AND INVOICING

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) County shall pay to the Contractor in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A.
- 2) The total amount payable to the Contractor under this Agreement shall not exceed _____ (\$_____) exclusive of gross receipts tax. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a

written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

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

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

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

A. Inspection. Final inspection and acceptance of a deliverable shall be made by the Using Department.

B. Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the items and deliverables meet specifications and will accept the items or deliverables if they meet specifications. No payment shall be made for any item until the item has been accepted in writing by the Using Department. Unless otherwise agreed upon, between the Department and the Contractor within thirty (30) days from the delivery and receipt of items or deliverables, 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 item or deliverables will be deemed to have been accepted.

C. Issuance of Orders. Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.

D. Payment. County shall pay Contractor on an invoice received from Contractor within 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).

5. EFFECTIVE DATE AND TERM. This Price Agreement shall not become effective on the date last written above and shall terminate four (4) years later, unless earlier terminated pursuant to Section 5 Termination) or Section 6 (Appropriations and Authorizations).

6. CANCELLATION.

- A. The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the items or deliverables fail to meet the requirements of this Price Agreement.
- B. The failure of the Contractor to perform its obligations under this Price Agreement shall constitute a default of this Price Agreement.
- C. The Contractor may be excused from performance if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County shall determine that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.
- E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs incurred by the County that is associated with such default.

6. TERMINATION.

- A. For Convenience. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.
- B. For Cause. Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within 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 services or deliverables provided. These records shall be subject to inspection by the Department, the County and State Auditor and other appropriate County authorities. The County shall have the right to audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

11. APPROPRIATIONS AND AUTHORIZATIONS. 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 and/or, if state funds are involved, the Legislature of the State of New Mexico. 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

Stephanie S. Clarke
Santa Fe County Finance Department

Date

CONTRACTOR

Signature

Date

Print Name

Print Title

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