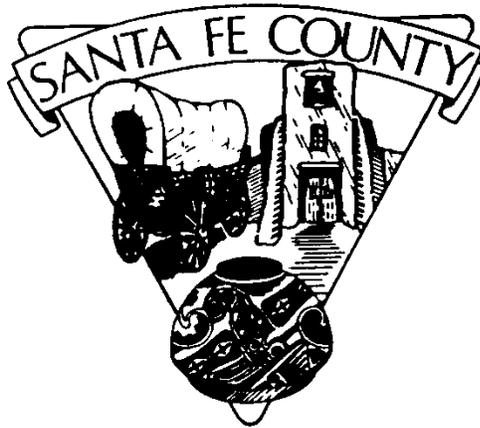


**SANTA FE COUNTY
DEPARTMENT**

INVITATION FOR BID



**LEASE, LEASE TO PURCHASE OR
PURCHASE OF ELECTRIC VEHICLE**

IFB NO. 2018-0153-PW/MM

JUNE 2018

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**ADVERTISEMENT FOR BIDS
INVITATION FOR BIDS
LEASE, LEASE TO PURCHASE OR
PURCHASE ELECTRIC VEHICLE
IFB NO. 2018-0153-PW/MM**

Santa Fe County desires to Lease, Lease to Purchase or Purchase an electric vehicle whichever is most advantageous to Santa Fe County. 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 or services listed. Multiple awards are recommended to ensure availability and 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 bid title and number along with the bidding firm's name and address clearly marked on the outside of the sealed container. **All bids must be received by 2:00 PM June 20, 2018, at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (2nd Floor), Santa Fe, NM 87501.** By submitting a bid for the requested items each firm is certifying that its bid is in compliance with regulations and requirements stated within the IFB package.

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

Invitation for Bid packages may be obtained by contacting Maricela Martinez, Senior Procurement Specialist, Santa Fe County Purchasing Division at (505) 992-9864, through e-mail at mcmartinez@santafecountynm.gov or on our website at http://www.santafecountynm.gov/asd/current_bid_solicitations

**BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE
WILL NOT BE ACCEPTED**

Santa Fe County
Public Works Department
Publish: June 3 & 4, 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 by the Santa Fe County Purchasing Division as specified in these Bid Instructions:

U.S. Mail, Hand Delivery and Courier:

Santa Fe County Purchasing Division
Attn: Maricela Martinez
142 W. Palace Ave., 2nd Floor
Santa Fe, NM 87501

3. **All completed bids shall be submitted in a sealed container indicating the bid title and number along with the bidding firm’s name and address clearly marked on the outside of the sealed container. Bids shall be complete and submitted in a sealed container and be clearly marked with the words: Sealed Bid Enclosed, Bid No. 2018-0153-PW/MM Lease, Lease to Purchase or Purchase Electric Vehicle.**
4. Date and time marked or stamped on the sealed envelope 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 on page two (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.***

GENERAL TERMS AND CONDITIONS

1. **Bid Modification and Withdrawal:** After bid opening, no modification of bids shall be permitted. A bidder alleging a material mistake of fact after the opening of bids may be permitted to withdraw its request prior to the scheduled bid opening for the purposes of correction and/or change. Such modifications shall be properly identified and signed or initialed by the firm's authorized representative or agent. Resubmission of the modified bid shall be received within the specified time of bid opening to be considered.
2. **Contract Terms and Conditions:** The term of this Agreement shall be four years from the date of award, on a year to year basis, by mutual agreement of all parties and approval of Santa Fe County at the same price, terms and conditions. At no point shall this Agreement exceed 4 years. All other terms are as set forth in the attached Sample Price Agreement.
3. **Purchase Option:** Santa Fe County reserves the option to purchase for Fair Market Value (FMV) or return the vehicle at the end of the lease.
4. **Notification of Award:** The successful bidder(s) shall be notified in writing within ten (10) working days of contract award. The successful bidder(s) will be issued subsequent purchase order(s) for the item(s) to be leased or rented.
5. **Delivery:** Unless otherwise specified, all items bid are delivered to a site determined by the County within Santa Fe County at the time of the purchase order is completed.
6. **Applicable Taxes:** Prices offered are not to include applicable taxes. The County agrees to pay all applicable taxes where required. Santa Fe County is exempt from paying taxes on supplies and/or goods. The awarded bidder may request a non-taxable transaction certificate (NTTC) from the Purchasing Division.
7. **Estimated Quantities:** Any quantities stated in this solicitation are estimated quantities and actual quantities for the term of the Price Agreement may vary. Santa Fe County assumes no liability in the event actual quantities ordered do not equal stated estimated quantities. The County may order some or all of the items or may order several of the same item. Actual purchases by the County using a Price Agreement as a result of this solicitation are contingent upon available appropriated funding.
8. **Inspection and Acceptance:** Final inspection and acceptance of items and services will be made by the County at the destination or installation site. Non-conforming items shall be removed by the contractor at its risk and expense promptly upon notification of the non-conformance.
9. **Invoice Requirements:** Contractor invoices shall be submitted in triplicate duly certified and contain the following information:
 - Purchase order number and IFB number or Price Agreement number
 - Invoice Number
 - Unit prices with extended totals

- Complete descriptions of items and/or services rendered
- Separate invoices shall be issued for each completed shipment delivery and service.

10. Right to Cancel: The County reserves the right to cancel all or any part of any order without cost to the County if the Contractor fails to meet material provisions of an order, and except as otherwise provided herein, to hold the contractor liable for any excess costs associated with the contractor's default. The contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the contractor's control. Such causes include, but are not restricted to, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the County can determine that the goods 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.

11. Bidders Certification: In submitting a bid, the bidder certifies that it has not directly or indirectly entered into actions that may restrict open and effective competition for items subject to this invitation for bids by the County.

12. 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).

13. Specifications: The apparent silence of the specification as to any detail or apparent omission from them of detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and only materials and workmanship of first quality are to be accepted.

14. Rejection of Bids: The County reserves the right to reject any and all bids in part or whole, to waive technicalities, make single or multiple awards without discussions with bidders and to accept the offer it deems to be in the best interest of the Santa Fe County, giving due consideration to prices, quality of goods or services, distribution and delivery facilities available and time of delivery.

15. Interpretation of Bid Specifications: Technical expertise may be required to provide materials that will conform to all applicable federal, state and local standards and/or to function as indicated in these specifications for the items requested in this IFB. The contractor shall be responsible for ensuring that tangible goods and/or services offered meet or exceed the stated criteria.

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

16. Interpretation of Meaning: No interpretation of the meaning of the specifications or other documents will be made to any bidding firm orally. Each request for interpretations shall be in writing addressed to Maricela Martinez, Procurement Specialist Senior, Santa Fe County Purchasing Division at 142 West Palace Ave., Second Floor, Santa Fe, NM

87501, via email at mcmartinez@santafecountynm.gov or via fax at (505) 989-3243, and to be given consideration must be received at least ten (10) working days prior to the date fixed for the receipt of bids.

17. **Communication:** Any contact with any other County staff member or elected official other than the Procurement Specialist named in this solicitation may be grounds for rejection of a proposal.
18. **IFB Corrections:** Any and all interpretations and supplemental instructions will be in the form of a written addenda to the IFB which, if issued, will be mailed by certified mail with return receipt requested or other means determined by the County as reasonable, to all prospective bidders prior to the date fixed for the receipt of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve the bidder from any obligation under its bid as submitted. **All addenda issued shall become part of the contract documents.**
19. **Brand Names and Model Numbers:** Specifications in this invitation are not meant to be restrictive, but descriptive. Specifications contained herein reflect the minimum acceptable quality and standards and are not intended to restrict competition. No substitute specifications may be included, exceptions may be made only if required to match existing equipment, or conform to pre-existing conditions to prevent mismatch of sizes, styles or color. Substitutions which would require additional delivery time, expense or modifications of the original design may be rejected.
20. **Item Description(s):** All items on all pages of the specifications are representative of the desired sizes and dimensions and as such are intended as guides to bidders in the preparation of bids. Bids of equivalent items will be considered for award if (1) such items are clearly identified by manufacturer's name, brand, and model number, if any, in the offer; (2) descriptive literature or other such data is provided to show that the equivalent items are equal to the brand name; and (3) the County determines such items to be equal in all material respects to the salient specifications of the products required.
21. **Compatibility or Brand Name(s):** Bidders shall clearly indicate that it is offering an "equal" product unless the Bidder is offering the brand name product(s) referenced in the inquiry. Should any specified brands or models be listed incorrectly, discontinued or improved, the bidder shall note such changes in their responses and include the pertinent details regarding the change. In the event the item has been discontinued, the bidder will be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.
22. **Evaluation and Determination of Product(s):** The evaluation of bids and the determination as to quality of the tangible goods and/or service proposed shall be the responsibility of the County and will be based on information provided in the bid or information reasonably available to the County.
23. **Bribes, Gratuities, and Kickbacks:** The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for code violations. In addition the New Mexico criminal statutes impose felony penalties for illegal bribes,

gratuities and kickbacks.

24. Preferences in Procurement

A. *New Mexico In-state Preference.*

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

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

Certification by the NM Department of Taxation and Revenue for the resident business or resident contractor takes into consideration such activities as the business or contractor's payment of property taxes or rent in the state.

OR

B. *New Mexico Resident Veteran Preference.*

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

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

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

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

SUPPLEMENTAL TERMS AND CONDITIONS

1. **Intent of Specifications:** The following technical specifications are intended to describe the Electric Vehicle that Santa Fe County is interested in leasing, lease to purchase and/or purchase. The County reserves the right to accept some minor variances in the approved materials offered by the bidders if such acceptance is determined to be in the best interest of the County.
2. **Qualified Bidders:** Bidders must be in a position to offer the lowest cost/highest effectiveness, completely meeting all established state and federal regulations or exceeding the minimum specifications contained herein. When additional equipment (components) are required to complete a bid package which is not usually supplied by the bidder, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the Bidder. All bidders shall include references from three (3) or more places of business where these services were provided.
3. **Inspection of Facilities & Equipment:** Representatives of Santa Fe County along with the Purchasing Division shall have access, at any reasonable time, to the bidder's facilities for the purposes of inspection during the agreement period, to inspect the facilities during its normal working hours. The costs associated with such inspection trips shall be paid by the County.
4. **Late Delivery:** It is expressly understood and agreed that, as a result of the public interest, and because of the monetary losses that the County may incur as a result of failure to deliver the tangible goods and services described in the Agreement on time, that time is of the essence in the performance of this agreement. It is agreed that damages resulting from late delivery can neither be accurately anticipated or calculated.

The delivery terms and conditions described in the supplemental specifications shall apply. In the event of failure of the bidder to deliver in accordance with this requirement, the bidder shall be liable to the County for a late delivery of liquidated damages in the amount of \$100.00 per order per each day the tangible goods and/or services are delivered late.

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

5. **Bid Security:** Bid security in the amount of \$1,000.00 shall accompany the bid proposal and must be in the form of a certified or bank cashier's check made payable to "**Santa Fe County or [Name of Bidder]**" or a **bid bond** issued by a surety licensed to conduct business in the State of New Mexico, or other supplies in a form satisfactory to the County. The bid security of the successful bidder shall be retained until it has executed the price agreement and furnished the required bid security, whereupon it will be returned. If the successful bidder fails to execute and deliver the price agreement and furnish the required bid security within ten (10) days of the Notice of Award, the County may annul the Notice of Award and the bid security of that bidder will be forfeited.

6. **Method of Award:** Santa Fe County reserves the right to award a “*Multiple Source Award*” pursuant to Section 13-1-153 NMS 2978, to the bidder(s) submitting the lowest responsive bid(s) meeting or exceeding specifications and terms and conditions for those items.
7. **Insurance:** Santa Fe County will provide all necessary liability and property damage insurance for all leased vehicles. The insurance coverages required shall be submitted with the bid.
8. **Santa Fe County Agreement:** Attached to this IFB as *Appendix D* is a sample of the Price Agreement with terms and conditions that the awarded bidder will be expected to agree and sign. **If the Bidder has a separate finance agreement or other similar leasing agreements with separate terms and conditions which the Bidder provides to customers or lessees, the Bidder shall provide a copy of such finance agreement or other lease agreement with its bid.** Due to constitutional prohibitions, procurement regulations and other state laws that pertain to the County as a governmental entity, some of the Bidder’s terms and conditions that pertain to leasing by a private or non-governmental customer, may be rejected and/or modified by the County. Such modifications may be incorporated into the County Price Agreement by way of an addendum to the Price Agreement. The County reserves the right to terminate negotiations with a Bidder if mutually acceptable terms and conditions of the Lease and/or Lease to Purchase of the Electric Vehicle by the County cannot be reached.
9. **Motor Vehicle Regulations:** Unit(s) ordered shall be furnished with all equipment necessary to comply with all applicable rules regulations of the New Mexico Department of Motor Vehicles and shall be in compliance with safety standards by the Federal Motor Vehicle Safety Standards established by the National Traffic Safety Administration, and the safety standards required by OSHA and applicable ANSI standards and reference to the operation of such vehicles within the State of New Mexico.
10. **Warranty:** Each new or leased vehicle shall be subject to the manufacturer’s standard warranty for the new vehicles delivered in the State of New Mexico. All manufacturers’ dealers in the State of New Mexico shall honor warranty.
11. **Operation and Maintenance:** The individual end users shall keep and maintain each vehicle in proper operating condition. Each department shall be responsible for the performance of all service, maintenance, and repair (except as covered by the basic manufacturer’s warranty) required for the continued validation of the vehicle warranty. Should warranty service be required, the County will have primary responsibility to seek and obtain the necessary work. In situations where the above is not provided to their satisfaction, it shall be the contractor’s responsibility to resolve with the manufacturer.
12. **Condition of Leased Vehicle Upon Delivery:** Each vehicle furnished under this Contract shall be new, latest model, of good quality and in safe operating condition. Federal Motor Vehicle Safety Standards (49 CFR 571) and applicable State Safety Regulations compliance is mandatory. All vehicles furnished shall have less than one hundred (100) miles on the odometer. Three sets of keys will be provided for each vehicle.

All vehicles shall have at least ½ tank of fuel upon delivery. The procuring agency shall accept or reject the vehicle(s) promptly after delivery. If the procuring agency determines that any vehicle furnished is not in compliance with agreed to conditions of lease, the procuring agency shall promptly inform the contractor in writing of its findings.

If the contractor fails to replace the vehicle or correct the defects as required, the procuring agency may (a) by contract or otherwise, correct the defect or (b) arrange for the lease of a similar vehicle and shall charge or set off against the contractor any costs incurred.

13. **Marking of Leased Vehicles:** The procuring agency may place nonpermanent markings or decals as appropriate by law and County policy, identifying the using facility, on any vehicle leased under this Contract. No name other than the manufacturers shall appear on the vehicle. Upon return of the vehicles the contractor will ensure that the nonpermanent markings or decals are removed prior to the selling of the vehicles.
14. **Additional Equipment:** The procuring agency may add special equipment to vehicles based on agency needs. Special equipment may consist of but is not limited to radios, cages, antennas, GPS units, toolboxes and winches. Upon the return of the vehicle every effort will be made to plug holes, etc.
15. **Title of Vehicle:** Solely for the purpose of satisfying the State of New Mexico Insurance Law and the New Mexico Vehicle Law, vehicles will be registered and titled to the procuring agency shall transfer title back to the Lessor. The Lessor shall physically hold the titles to the vehicles for the lease period.

Purchase of Vehicle Terms and Conditions

- **Certificates, Manuals and Warranties:** When the unit(s) is delivered, the bidder shall deliver to the ordering agency (if applicable):
 - A. Documents of title (released at time of payment)
 - B. Certificate of origin (to be released at time of payment)
 - C. Warranty and guarantee certificates
 - D. Certifications specified in the contract
 - E. Manuals specified in the contract
- **Escalation Clause:** In the event of a product cost increase an escalation request will be reviewed by this office on an individual basis. Please be aware this measure is not intended to allow any increase in profit margins, only to compensate for an actual cost increase. Increases will only be considered on an annual basis when the contractor provides proof from the manufacturer of the increase. Agencies must list a contact person, telephone number and email to correct title information for the vehicle in the bill to section on the purchase document.
- Definition: “Build out date” – when manufacturer stops accepting orders.

Vendors to indicate build out date: *(attach separate sheet, if needed for each (model) _____ * build out of date may be a factor in award. The following

conditions shall apply to all items.

- A. Bidder must be a factory authorized in state dealer, and have parts and service facilities within the State of New Mexico.
 - B. Units shall be current production year models.
 - C. All specifications are minimum.
 - D. Units shall meet all federal and state legal requirements.
 - E. Units furnished shall be completely assembled, serviced and ready for operation as required by the manufacturer and the user agency.
 - F. Units shall include all standard items as listed in manufacturer's literature.
 - G. Units furnished shall be completely assembled, serviced and ready for operation as required by the manufacturer and the user agency.
 - H. Units shall carry the manufacturer's standard warranty as offered to the general public. Warranty shall apply from the date the unit is accepted and approved by the user agency as meeting all specifications.
 - I. Units are to be transported to the dealer's place of business, rather than driven.
 - J. All ordered options shall be installed.
 - K. Award(s) shall be based on the total base cost, F.O.B., Santa Fe, New Mexico. The County reserves the right to award to multiple vendors per item, which ever, in his/her judgement best serves the interest of Santa Fe County.
 - L. All subcontractors must show proof of current product liability insurance.
 - M. Requested delivery: Within approx. one hundred (120) working days ARO depending on the vehicle.
 - N. All vehicles shall include OEM equipment as supplied by the manufacturer, unless otherwise specified in Price Agreement specifications.
 - O. Prior to delivery of vehicle(s) to user agency, vehicle must be charged and ready to use as well as all reservoirs must be filled to full capacity.
 - P. Awarded vendor shall acknowledge receipt of purchase order to ordering agency within two (2) working days after receipt of order. Verbal orders are not valid. **User agency shall verify receipt of purchase order by vendor along with proof of insurance and Federal Tax ID Number at the time of order.**
 - Q. Ornamentation – advertising: No dealer advertisement shall be displayed on the interior of vehicle(s).
 - R. Dealer order sheets must be provided with bid, for each item bid, that lists all specifications and options requested (less price).
- **Guarantees & Warranty**- Unit(s) furnished hereunder shall be fully warranted on parts and labor for a minimum period of one (1) year, or as many otherwise be required under this specification. It is understood that unit(s) offered in response to this invitation for bid will be of new design. In the event that unforeseen operational problems occur because of new design, the manufacturer shall warrant that it will retrofit at no performance cost to the ordering agency, any improvements developed to problems of repeated or early failure in meeting acceptable performance standards for a period of one year from date of delivery.
 - **Servicing**-Unit(s) ordered under this Price Agreement shall be completely serviced

and ready for operation upon delivery.

- **Payment or acceptance Not Conclusive:** Vendor must supply ordering agency with a computer generated invoice for payment. No payment made under this Price Agreement shall be conclusive evidence of the performance of the Price Agreement, either wholly or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, nor relieve the bidder from correction of the defects. The final acceptance shall not be binding upon the ordering agency, or conclusive, should it subsequently develop the bidder has furnished inferior items or had departed from the specifications and/or the terms of the Price Agreement. Should such conditions become evident, the ordering agency shall have the right, notwithstanding final acceptance and payment, to cause the item(s) to be properly furnished in accordance with the specifications at the cost and expense of the bidder.

VEHICLE SPECIFICATIONS

OBJECTIVE DESCRIPTION

Santa Fe County requires an Electric Vehicle to be used by all departments for in town travel and as a mechanism to promote the use of electric vehicles in order to reduce pollutants from internal combustion engines. Santa Fe County desires to Lease, Lease to Purchase or Purchase an electric vehicle. Santa Fe County is issuing Invitation for Bids IFB NO. 2018-0153-PW/MM for the Lease, Lease to Purchase or Purchase for Santa Fe County to award multiple firm, fixed, price agreements. It is Santa Fe County's intent to have multiple options with and without the Plug-in Electric Vehicle (PEV) Tax Credit in the event the Price Agreement term of four years exceeds the PEV Tax Credit program. PEV Tax Credit is a tax credit available for the purchase of a new qualified PEV that draws propulsion using a traction battery that has at least five kilowatt-hours (kWh) of capacity, uses an external source of energy to recharge the battery, has a gross vehicle weight rating of up to 14,000 pounds, and meets specified emission standards. The minimum credit amount is \$2,500, and the credit may be up to \$7,500, based on each vehicle's traction battery capacity and the gross vehicle weight rating. The credit will begin to be phased out for each manufacturer in the second quarter following the calendar quarter in which a minimum of 200,000 qualified PEVs have been sold by that manufacturer for use in the United States. This tax credit applies to vehicles acquired after December 31, 2009. For more information, including qualifying vehicles and sales by manufacturer, see the IRS PEV Credit website (<https://www.irs.gov/businesses/plug-in-electric-vehicle-credit-irc-30-and-irc-30d>). Also refer to IRS Form 8936, which is available via the IRS Forms and Publications website (<https://apps.irs.gov/app/picklist/list/formsPublications.html>).

Santa Fe County is considering three (3) options for this solicitation as follows:

- 1) Lease **or** Lease to Purchase electric vehicle **with** PEV Tax Credit
- 2) Lease **or** Lease to Purchase electric vehicle **without** PEV Tax Credit
- 3) Purchase electric vehicle

The County reserves the right to select one and/or all options that are most advantageous to the County.

The Contract shall be for the leasing and/or purchase of vehicles for the current model year. Notwithstanding the expiration of the Contract period, the provisions of this contract shall continue in full force and effect as to each vehicle leased hereunder, so long as Santa Fe County as lessee retains such vehicle. The contractor shall notify Santa Fe County, in writing at least two (2) weeks prior to build out date(s).

MINIMUM BID REQUIREMENTS

ELECTRIC VEHICLE

Minimum Specifications: The following specifications describe an Electric Vehicle. If you are unable to provide the exact items listed, please indicate equivalent / substitution that you offer.

	Equivalent / Substitution
Engine: Electric, one hundred seven SAE Net Horsepower at rated rpm or better, one hundred three SAE net torque at rated rpm or better.	
Battery: Lithium ion.	
Mileage: One hundred (100) combined EPA mpg equivalent or better, ninety mile battery range or better.	
Brakes: Regenerative 4-wheel disc brakes with 4-wheel ABS.	
Transmission: Direct drive or automatic, front-wheel drive.	
Tires and Wheels: Spare wheel included.	
Door Count: Four.	
Air Conditioning: Automatic.	
Windows: Front and rear power windows, light tint.	

	Equivalent / Substitution
Safety: Standard passenger front-impact airbag, seat mounted passenger side-impact airbag, 1 st and 2 nd row curtain bag, standard occupant classification system, standard side impact beams, front seatbelt pre-tensioners.	
Passenger Capacity: Five or more.	

BID FORM

SANTA FE COUNTY
CONTRACTING AGENCY AND OWNER

FROM: _____ hereinafter called
"Bidder".

TO: Santa Fe County
102 Grant Avenue
Santa Fe, New Mexico 87501

hereinafter called "CONTRACTING AGENCY",

BID FOR: SANTA FE COUNTY
LEASE, LEASE TO PURCHASE OR
PURCHASE ELECTRIC VEHICLE
PROJECT: IFB NO. 2018-0153-PW/MM

Purchasing Division:

The bidder has familiarized itself with the existing conditions on the project area affecting the cost of the work and with the contract documents which includes:

- A. Advertisement for Bids
- B. Bid Instructions
- C. General Terms and Conditions
- D. Supplemental Terms and Conditions
- E. Vehicle Specifications
- F. Bid Form
- G. Bid Sheets (Listing of Prices, Minimum Bid Requirements)
- H. Bid Bond
- I. Subcontractor Listing - \$5,000.00 threshold
- J. Acknowledgement of Receipt Form
- K. Campaign Contribution Form
- L. Resident Veteran Preference Certificate

Therefore, the Bidder hereby proposes to furnish all products, supervision, personnel, labor, materials, tools appurtenances, equipment, and services (including all transportation services) in accordance with the above listed documents.

All Addenda pertaining to this Project shall be acknowledged by the Bidder in the spaces provided below:

Addendum No.	Date	Acknowledged by Bidder or Its Authorized Representative	Date Acknowledged
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the bidder and rejection of his proposal. It shall be the bidder's responsibility to become fully advised of all Addenda prior to submitting his bid.

The Bidder agrees to perform work upon receipt of a Purchase Order issued by Santa Fe County. Bidder acknowledges that liquidated damages for later delivery or performance will apply to this Price Agreement.

- This Bid Proposal contains the following:
- A. Bid Form (Completed)
 - B. Bid Sheets (Completed)
 - C. Bid Bond (Completed)
 - D. Subcontractor Listing - \$5,000.00 threshold (Completed and Signed)
 - E. Campaign Contribution Form (Completed and Signed)
 - F. In-State Preference Certificate (If applicable)
 - G. Resident Veteran Preference Form (If applicable)

Respectfully submitted:

Name of Bidder: _____ Official Address: _____

By: _____
 (Signature) _____

Title: _____

Date: _____

Telephone No. _____

Federal Tax I.D. Number (FEIN): _____

BID SHEETS

Project: **LEASE, LEASE TO PURCHASE OR PURCHASE ELECTRIC VEHICLE**

IFB No. **2018-0153-PW/MM**

Bidder:

This Bid is submitted to:

Santa Fe County Purchasing Division
142 W. Palace Ave. (2nd Floor)
Santa Fe, New Mexico 87501
Attn: Maricela Martinez

Having read the Santa Fe County Bid Instructions, General and Supplemental Terms and Conditions, Sample Agreement, and examined the specifications sheet(s) for the Invitation for Bids reference No. **2018-0153-PW/MM** 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:

SANTA FE COUNTY
LEASE, LEASE TO PURCHASE OR PURCHASE ELECTRIC VEHICLE

Signature:

Name (typed or printed):

Title:

Firm Name:

Federal ID or Social Security Number:

NM License #

Liability Insurance is required.

Copy of Workers' Compensation Insurance is required

Telephone: (____) _____ Fax: (____) _____

Received addenda #'s _____ & _____ when issued.

BID SHEETS CONTINUED

All bidders and all program participants must be in compliance with any applicable federal, state, county and municipal laws, regulations, resolutions and ordinances, including but not limited to, licensing, permitting, and taxation requirements. All bidders should be prepared to submit evidence or documentation as proof that they are properly licensed and permitted under any applicable laws upon request. Such evidence or documentation may be submitted with the bid but shall be provided prior to finalization of the lease agreement.

Please offer your best price for the current model year for all Bid Options. Please make sure to indicate build out date: *(attach separate sheet, if needed for each (model) _____ * build out of date may be a factor in award.

BID OPTION NO. 1
LEASE AND/OR LEASE PURCHASE WITH PEV TAX CREDIT

LEASE Vehicle Information						Cost		
<i>Unit Description</i>	<i>Year</i>	<i>Make</i>	<i>Model</i>	<i>Lease Term (Months)</i>	<i>Lease Mileage Allowance</i>	<i>Base Lease Payment (Annual)</i>	<i>Lease Amount (Monthly)</i>	<i>Lease Purchase Price</i>
Electric Vehicle				12				
				36				
				48				

- Bidder must provide specifications sheets and brochures for the electric vehicle offered in its bid.
- If the Bidder has a separate finance agreement or other similar leasing agreements with separate terms and conditions which the Bidder provides to customers or lessees, the Bidder shall provide a copy of such finance agreement or other lease agreement with its bid.
- Insurance requirement for lease options.
- Bidder will deliver vehicle to Santa Fe County within _____ days of ARO.
- Santa Fe County reserves the right to purchase the vehicle after the leased term.

OR

BID OPTION NO. 2
LEASE AND/OR LEASE PURCHASE WITHOUT PEV TAX CREDIT

LEASE Vehicle Information						Cost		
<i>Unit Description</i>	<i>Year</i>	<i>Make</i>	<i>Model</i>	<i>Lease Term (Months)</i>	<i>Lease Mileage Allowance</i>	<i>Base Lease Payment (Annual)</i>	<i>Lease Amount (Monthly)</i>	<i>Lease Purchase Price</i>
Electric Vehicle				12				
				36				
				48				

- Bidder must provide specifications sheets and brochures for the electric vehicle offered in its bid.
- If the Bidder has a separate finance agreement or other similar leasing agreements with separate terms and conditions which the Bidder provides to customers or lessees, the Bidder shall provide a copy of such finance agreement or other lease agreement with its bid.
- Insurance requirements for leased vehicle.
- Bidder will deliver vehicle to Santa Fe County within _____ days of ARO.
- Santa Fe County reserves the right to purchase the vehicle after the leased term.

OR

BID OPTION NO. 3
PURCHASE

<i>Unit Description</i>	<i>Year</i>	<i>Make</i>	<i>Model</i>	<i>Purchase Price</i>
Electric Vehicle				

- Bidder must provide specifications sheets and brochures for the electric vehicle offered in its bid.
- If the Bidder has a separate terms and conditions which the Bidder provides to customers, the Bidder shall provide a copy of such additional terms and conditions with its bid.
- Bidder will deliver vehicle to Santa Fe County within _____ days of ARO.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____ hereinafter called the PRINCIPAL, as Principal, and the _____, of _____ a Corporation duly organized under the laws of the State of _____, and authorized to do business in the State of New Mexico, hereinafter called the SURETY, as SURETY are held and firmly bound unto Santa Fe County, a Municipal Corporation, hereinafter called the OBLIGEE, in the sum of _____ dollars (\$_____) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly be these presents.

WHEREAS, the Principal has submitted the accompanying bid, dated _____, 2018, for the Lease, Lease to Purchase and/or Purchase of an electric vehicle for Santa Fe County.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding of Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof of in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party of perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED THIS _____ DAY OF _____, 2018.

PRINCIPAL

(SEAL)

TITLE

WITNESS

SURETY

(SEAL)

TITLE

WITNESS

SUBCONTRACTOR LISTING

1. To be fully executed and included with Bid as a condition of the Bid (13-4-31 through 13-4-42 NMSA 1978).
2. For the purposes of this Project the threshold shall be \$5,000.00.
3. The Bidder shall list the Subcontractor’s Name, the City or County of the Place of Business and the Category of Work that will be done by each Subcontractor

Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		
Trade:	Name of Subcontractor:	
Address:		
Telephone No:	License No:	NM Dept of Workplace Solutions Registration No.
Signature of Subcontractor (To be obtained after award of contract):		

APPENDIX A

**LEASE, LEASE TO PURCHASE OR PURCHASE OF ELECTRIC VEHICLE
IFB NO. 2018-0153-PW/MM**

ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BIDS FORM

In acknowledgement of receipt of this Invitation for Bids the undersigned agrees that it has received a complete copy, beginning with the title page, and ending with *Appendix D*.

The acknowledgement of receipt should be signed and returned to the Procurement Manager. **Only Bidders who return this form by 5:00 PM on Monday, June 13, 2018, will receive copies of addenda to this IFB.**

Note: Deadline for any questions is 5:00 PM on Monday, June 11, 2018, to be considered.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NO.: _____

FAX NO.: _____

E-MAIL ADDRESS: _____

MAILING ADDRESS: _____

By: _____ Date: _____
 (signature)

Name: _____
 (printed)

Title: _____

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

Maricela Martinez
 Santa Fe County Purchasing Division
 142 W. Palace Avenue
 Santa Fe, NM 87501
 Phone: (505) 992-9864 Fax: (505) 989-3243
 E-mail: mcmartinez@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) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX C

RESIDENT VETERANS PREFERENCE CERTIFICATION

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

Please check one box only:

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

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)

(Date)

*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS _____ DAY OF _____, 2013.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D

SAMPLE PRICE AGREEMENT SANTA FE COUNTY PRICE AGREEMENT FOR LEASE/PURCHASE OF ELECTRIC VEHICLE

THIS AGREEMENT is made and entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, (hereinafter referred to as the “County” or “Lessee”) and <ENTER CONTRACTOR NAME>, <ENTER CONTRACTOR ADDRESS>, who is authorized to do business in the State of New Mexico (hereinafter referred to as the “Vendor” or “Lessor”).

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

- A. “County” shall mean the County of Santa Fe, New Mexico.
- B. “Using Department or Department” shall mean a Department, Commission or Board of Santa Fe County.
- C. “Purchase Order” shall mean a fully executed Purchase Order issued by the County Purchasing Department that specifies the items and services to be provided by the Lessor.
- D. “Price Agreement” means this indefinite quantity Price Agreement also referred herein as “Lease” which required the Lessor to furnish items to the Using Department which issues a purchase order.
- E. “Rent” means the payment of the Lessee to Lessor of money for the lease, lease to purchase and/or purchase of an electric vehicle covered by the accompanying schedule (Attachment A), purchase order or other Lease document.

2. GOODS TO BE PROVIDED

- A. **Purchase or Lease.** Attachment A of this Price Agreement is the listing of prices for the individual items of the lease and/or purchase pricing, showing the term of the lease and the monthly costs.
- B. **Goods Listed on Attachment A.** The County may issue Purchase Orders for the Lease or Purchase of the items listed in Attachment A. Any item ordered by the County must be a listed item in Attachment A to this Price Agreement. All orders issued hereunder must bear both an order number and the number of this Price Agreement 2018-0153-PW/MM.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may lease or purchase any quantity of the item(s) in Attachment A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of item(s) be issued under this Price Agreement. The Lessor is required to accept the Purchase Order and furnish the item(s).
- D. **Specifications.** The items furnished under this Price Agreement shall meet or exceed the specifications provided in this IFB 2018-0153-PW/MM including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement items(s).

E. Delivery and Billing Instructions.

1. The Lessor/Seller shall deliver the items and services in accordance with the County's instructions. The Lessor/Seller shall also deliver, with the items or goods ordered, an invoice listing the order number and the Price Agreement number.
2. Whenever the Using Department does not accept any deliverable and returns it to the Lessor, all related documentation furnished by the Lessor shall also be returned.
3. A Using Department will inform the Lessor within five (5) business days that a deliverable is unacceptable by the Using Department.
4. The Lessor/Seller shall bear all risk of loss or damage with respect to returned vehicles except for loss or damage directly attribution to the negligence of the County.
5. Unless otherwise agreed upon by the County, The Lessor shall be responsible for the pick-up of returned items.
6. Time is of the essence for purposes of this Price Agreement. All damages resulting from late delivery, utilizing the delivery time frame set forth on Attachment A, shall be the responsibility of the Lessor. In the event of failure of the Lessor to delivery in accordance with its requirement, the Lessor shall be liable to the County for liquidated damages in the amount of \$100.00 per day the item(s) are delivered late.

F. Delivery Tickets. The Lessor shall provide the Purchase Order number, the delivery date, signature of acceptance by County, bill of lading, and all documentation associated with the leased or rented equipment to Santa Fe County.

3. PAYMENT

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

- A. Inspection.** Final inspection and acceptance of all items and services ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Lessor's/Sellers risk and expense, promptly after notice of rejection.
- B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the Using Department. Unless otherwise agreed upon between the Using Department and the Lessor, within thirty (30) days from the receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Using Department gives notice of rejection within the specified time period, the items will be deemed to have been accepted.
- C. Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
- D. Lease and Late Charges.** In consideration of its rights under this Lease, Lessee shall pay Lessor as follows:
 1. At the conclusion of each month of possession and use after certification of the vehicle, the rent amount identified in Attachment A shall be remitted to the Lessor.
 2. Lessor shall submit a written request for payment to Lessee at the conclusion of

each month of possession by Lessee of the vehicle following certification of that vehicle.

3. Within thirty (30) days of the issuance of a written request for payment, Lessee shall tender payment for the leased or rented equipment used by Lessee.
4. In the event Lessee fails to tender payment within thirty (30) days of written request for payment, Lessee shall pay late payment charges of one and one-half percent (1.5%), until the amount due is paid in full.
5. In the event the Lessor breaches this Lease, Lessee may, without penalty, withhold any payments due Lessor for the purpose of set-off until such time as Lessee determines the exact amount of damages it suffered as a result of the breach.
6. Payment under this Lease shall not foreclose the right of Lessee to recover excessive or illegal payment.

F. Tax Note. Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item to be paid. The payment of taxes for any money received under this Price Agreement shall be the Lessor's sole responsibility and must be reported under the Lessor's federal and county tax identification number(s). If a Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Lessor with written evidence of such exemption(s).

4. TERM

This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below and shall terminate four years later.

5. END OF LEASE

Santa Fe County reserves the option to purchase for Fair Market Value (FMV) or return the vehicle at the end of the lease.

Lessor shall be solely responsible for the cost of retrieving the leased vehicle at the expiration of this Lease, unless termination results from the Lessee's breach in which case Lessee shall be responsible for the cost of returning the leased equipment to Lessor.

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 Lessor to perform its obligations under this Price Agreement shall constitute a default of this Price Agreement.
- C. The Lessor may be excused from performance if the Lessor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Lessor, unless the County shall determine that the item, to be furnished by a sub-Lessor, is obtainable from other sources in sufficient time to permit the Lessor 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-Lessors 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 Lessor fails to meet material provisions of the order and the Lessor shall be liable for any excess costs incurred by the County that is associated with such default.

7. TERMINATION

- A. **For Convenience.** Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to the expiration date of this Price Agreement. County will provide at least twenty (20) days prior written notice to the Lessor of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding order(s) issued under this Price Agreement prior to the effective date of termination for convenience by the County.
- B. **For Cause.** Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within thirty (30) days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.
- C. **Return of Vehicle Upon Cancellation or Termination.** Termination of the Price Agreement also results in termination of any leased or rented equipment in the County's possession. In the event of such early termination, as reflected in this section, Lessee shall immediately cease all use of equipment and shall immediately make arrangements with the Lessor or its designee to return the equipment to any designation within the continental United States (US) designated by the Lessor. Any expenses or risks associated with returning equipment to Lessor shall be borne solely by Lessee if termination was for convenience. Such equipment shall be in good repair in the same condition as when received by Lessee, reasonable wear, tear and depreciation resulting from normal and proper use excepted.

8. AMENDMENT

This Price Agreement may only be amended by mutual agreement of the County and the Lessor 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.

9. ASSIGNMENT

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

10. NON-COLLUSION

In signing this Price Agreement, the Lessor 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.

11. CONFLICT OF INTEREST

The Lessor 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 Lessor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

12. APPROVAL OF LESSOR'S REPRESENTATIVES

The County reserves the right to require a change in Lessor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

13. CONDITION OF PROPOSED ITEMS

All proposed items to be delivered under this Price Agreement are to be new and of most current production, unless otherwise specified.

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 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. Additional terms and conditions mutually agreed upon for by the parties may be incorporated into this Price Agreement as an addendum.

15. COMMERCIAL WARRANTY

The Lessor agrees that the items furnished under this Price Agreement shall be covered by the most favorable commercial warranties the Lessor gives to any customer for such items, and that it rights the 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 of this Price Agreement. Lessor agrees not to purport to disclaim warranties of fitness for a particular purpose or merchantability and fitness for a particular purpose.

16. ASSIGNMENT OF MANUFACTUER / SUPPLIER WARRANTIES AND LESSOR'S WARRANTIES

To the extent permitted and so long as no event of default has occurred and is continuing, Lessor hereby assigns to Lessee, for the total term of any Lease as a result of this Price Agreement, all equipment warranties provided by a manufacturer/supplier in the applicable purchase documents.

- A. Lessee shall have the right to take any action appropriate to enforce such warranties provided such enforcement is pursued in Lessee's name and at its expense. In the event Lessee is precluded from enforcing any such warranty in its name, Lessor, as owner of the equipment, shall upon Lessee's request, take reasonable steps to ensure such warranties as costs to be borne by Lessor.
- B. All equipment covered by this Lease shall conform to the specifications, samples, or other descriptions furnished or adopted by the County, and shall be merchantable, fit for the purpose for which it is leased or rented, of best quality and workmanship and free from all defects. All equipment delivered, pursuant to this Lease, shall conform to standards established for such goods and delivery in accordance with any applicable federal, state, or local laws and regulations.

17. INSURANCE OF EQUIPMENT

Commencing upon acceptance and continuing throughout the initial term, Lessee agrees to keep the equipment insured as Lessee's expense against all risks or loss from any cause, including without limitation, theft and damage. Lessee may self-insure against such risk provided the Lessor's interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers. Lessee will provide to Lessor proof of such coverage.

18. RECORDS

During the term of this Price Agreement and for three (3) years thereafter, the Lessor shall maintain detailed records pertaining to the services or deliverables provided. These records shall be subject to inspection by the Using 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.

19. APPROPRIATIONS

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

20. 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.

21. INDEMNIFICATION

The Lessor 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 Lessor, its agents, officers, employees, or sub-Lessors. The Lessor 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.

22. THIRD PARTY BENEFICIARY

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

23. 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.

24. INSURANCE

- A. General Conditions. The Lessor 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 Lessor shall procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Lessor; 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 Lessor 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 Lessor shall increase the maximum limits of any insurance required herein.

25. CHOICE OF LAW

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

26. 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.

27. ENFORCEMENT OF AGREEMENT

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

28. SURVIVAL

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

29. 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 Lessee:

Santa Fe County Attorney
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276

Santa Fe County
Sustainability Division
P.O. Box 276
Santa Fe, NM 87504-0276

To the Lessor:

<ENTER NAME AND ADDRESS OF CONTRACTOR>

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 Fredrick
Santa Fe County Attorney

Date

Finance Department approval:

Stephanie Schardin Clarke
Santa Fe County Finance Director

Date

CONTRACTOR

Signature

Date

Print Name and Title