

**SANTA FE COUNTY  
PUBLIC WORKS DEPARTMENT**

**INVITATION FOR BIDS**



**IFB# 2018-0187-PW/KE**

**LEASE OR RENTAL  
OF 50-TON  
EQUIPMENT HAULER TRAILER**

**DECEMBER 2017**

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**ADVERTISEMENT**

**SANTA FE COUNTY  
\*\*REBID\*\* IFB# 2018-0187-PW/KE  
LEASE OR RENTAL OF 50-TON  
EQUIPMENT HAULER TRAILER  
NM COMMODITY CODE: 07078**

The Santa Fe County Public Works Department is requesting bids from qualified and licensed companies for the lease or rental of a 50-ton Equipment Hauler Trailer. 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 bidder's name and address clearly marked on the outside of the container.

**All bids must be received by Thursday, December 28, 2017 at 2:00 PM (MDT)** at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Bokum Building, Second Floor), Santa Fe, N.M. 87501.

By submitting a bid for the requested service each bidder is certifying that its bid complies with regulations and requirements stated within the Invitation for Bid.

**ANY BID PACKAGE RECEIVED BY THE PURCHASING DIVISION AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY SANTA FE COUNTY.**

Interested bidders should hand deliver or return by e-mail, by registered or certified mail the Acknowledgement of Receipt Form that accompanies the IFB. The form should be legibly completed and signed by an authorized representative of the organization, dated and returned by close of business on **December 08, 2017.**

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

Invitation for Bid packages will be available by contacting Karen K. Emery, Procurement Specialist, Senior, Santa Fe County, Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, NM 87501, or by telephone at (505) 992-6759, or by email at [kkemery@santafecountynm.gov](mailto:kkemery@santafecountynm.gov) or on our website at [http://www.santafecountynm.gov/services/current\\_solicitations](http://www.santafecountynm.gov/services/current_solicitations)

Santa Fe County  
Purchasing Division  
Publish: November 27, 2017

**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 Thursday, December 28, 2017** at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Bokum Building, Second Floor), Santa Fe, NM 87501.

Hand Delivery or by Courier:

Karen K. Emery, Procurement Specialist, Senior  
 Santa Fe County Purchasing Division  
 142 W. Palace Avenue (Second Floor)  
 Santa Fe, New Mexico 87501  
 Telephone Number (505) 992-6759

3. Bids must be submitted in a sealed envelope or container and be clearly marked with the words: **Sealed Bid Enclosed, IFB# 2018-0187-PW/KE**. Bids that are not submitted in a sealed envelope or container will not be accepted.
4. Date and 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 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 **December 8, 2017**.

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

Santa Fe County Public Works Department, Road Maintenance Division, requires a 50-ton or better equipment hauler trailer. Santa Fe County is issuing Invitation for Bids IFB# 2018-0187-PW/KE for the Lease and/or Short Term Rental of a 50-Ton Equipment Hauler Trailer for Santa Fe County to award a price agreement.

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. **Contract Terms and Conditions:** The release terms and conditions and the short term rental terms and conditions between the County and the Contractor shall be 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 equipment at the end of the lease.
4. **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.
5. **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.
6. **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.
7. **Payment Terms:** Santa Fe County has a period of net thirty (30) days from acceptance of goods or services to pay the contractor.
8. **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.
9. **Estimated Quantities:** All bidders understand that any quantities stated in this IFB are estimated quantities and those actual quantities 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.

10. **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.
11. **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.
12. **Invoice Requirements:** The contractor(s) invoice shall be submitted, 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 goods and/or services rendered
  - Separate invoices shall be issued for each completed shipment, project or phase of services
13. **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 and shall not be the fault of negligence of the contractor. 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.
14. **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.
15. **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).
16. **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.

17. **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.
18. **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.**

19. **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 Karen K. Emery, Senior Procurement Specialist, Santa Fe County, Purchasing Division at 142 W. Palace Avenue, Second Floor, Santa Fe, NM, 87501, through e-mail at [kkemery@santafecountynm.gov](mailto:kkemery@santafecountynm.gov) or via fax at (505) 992-6759, and to be given consideration must be received at least seven (7) working days prior to the date fixed for the receipt of bids.
20. **Communication:** Direct communication with the County, other than through the aforementioned individual, may result in the elimination of the bidder's offer from consideration.
21. **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 attached.**
22. **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.
23. **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.
24. **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.

25. **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.
26. **Notice**: The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kick backs.
27. **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% 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 or veteran 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>

- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. Bid Security:** Bid Security in the amount of *five hundred dollars (\$500.00)* 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.

33. **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 purchase order.
34. **NUMBER OF BIDS ACCEPTED:** Bidders shall submit only one (1) bid in response to this IFB.
35. **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”.
36. **LIVING WAGE:** Contractor shall comply with the requirements of the Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

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**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 purchase order, the provisions of the purchase order 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. General references to the bidder's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in

disqualification of the bidder's bid. 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**: Any contract awarded as a result of this IFB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
  
8. **Santa Fe County Price 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 or rental of a 50-ton Equipment Hauler Trailer by the County cannot be reached.

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## SPECIFICATIONS

### A. PURPOSE

The Santa Fe County Public Works is issuing an Invitation for Bids for the lease or rental of a 50-ton Equipment Hauler Trailer.

### B. SCOPE OF WORK

The County's goal is to obtain a lease agreement or a rental agreement for a 50-ton Equipment Hauler Trailer to be used by the County's Public Works Department. For the lease amount, you are to list as equal monthly installment payments.

#### 1. SPECIFICATIONS

The 50-ton Equipment Hauler Trailer must be a lowboy, ten feet in width with a detachable neck, containing three axles and a 100,000 pound payload capacity. The Equipment Hauler Trailer must have been in production for at least three years.

**Length:** 53'

**Frame:** Manufacture Standard

**Detachable neck:** Hydraulic system shall be a non-ground bearing detachable neck design, eleven foot long gooseneck, with eighty four inch minimum swing clearance, with a multiple neck adjustment heights.

**Hydraulic System:** Wet line PTO operation with quick disconnects

**Axles:** Three axles, rear axle to be "lift up capable" each axle having a minimum of 25,000 pounds capacity and fifty inch axle spacing with lubricated oil bath hubs and clear fluid caps.

**Suspension:** Seventy five thousand pound capacity, three axle heavy duty air ride suspension with rear axle manual dump valve.

**Brakes:** Manufacturer standard anti-lock air brakes

**Tires:** Load range H radial tires

**Deck:** Twenty five foot-nine inch deck length, ten foot width. Removable wheel covers manufacturers standard to support heavy loads and protect tires on every wheel section, with flip over loading ramps longest by manufacturer standard.

**Outriggers:** Twelve inch removable outriggers on twenty four inch centers, with oak planks for wide load.

**D rings:** 14 per side spaced out evenly for tie down

**Lighting:** Manufacture standard LED lights, with two Oval safety blue and amber rear facing safety lights wired into the trailer.

**Hydraulic winch:** Ten ton Hydraulic winch to be located at hydraulic hook ups at rear of trailer utilizing existing truck hydraulics.

**Term:** The term of this lease shall not exceed a term of four (4) years. There shall not be any automatic renewal of the term for this lease.

It is understood that the County reserves the right to reject any or all bids and to waive any technical irregularities in the bidding.

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**BID FORM**

**Project: Lease or rental of a 50-ton Equipment Hauler Trailer IFB No. 2018-0187-PW/KE**

Bidder Information:

This Bid is submitted to:

Name:

**Santa Fe County Purchasing Division**

Address:

**142 W. Palace Ave. (2<sup>nd</sup> Floor)**

**Santa Fe, New Mexico 87501**

**Attn: Karen K. Emery**

Having read the Santa Fe County Bid Instructions, Terms and Conditions and Supplemental Terms and Conditions and examined the specifications sheet(s) for the Invitation for Bids reference **IFB# 2018-0187-PW/KE** 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:

**LEASE OR RENTAL OF 50-TON EQUIPMENT HAULER TRAILER**

\_\_\_\_\_  
Firm Name (typed or printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

Telephone: (\_\_\_\_) \_\_\_\_\_

Federal ID or Social Security Number: \_\_\_\_\_

NM State Resident Business or Veteran Preference Number: \_\_\_\_\_

(Attach copy of Preference Certificate to Bid)

Business License Number: \_\_\_\_\_

(Attach copy of Business License to Bid)

( \_\_\_ ) Received addenda #'s \_\_\_\_\_ & \_\_\_\_\_ & \_\_\_\_\_ when issued.

( \_\_\_ ) ***Bid Security Included***

**BID SHEET**  
**IFB# 2018-0187-PW/KE**  
**LEASE OR RENTAL OF 50-TON EQUIPMENT HAULER TRAILER**

Offer your best price and delivery time for the item listed below. Bidders shall complete the following bid sheet in full including signature at the bottom as stated. Be advised that award may be made without discussion with Bidders on offers received.

Bid prices listed below are *exclusive of gross receipts tax*.

50-Ton Equipment Hauler Trailer <b>Information</b>				
Unit Description	12 Month	24 Months	36 Months	48 Month
Lease/Rental Term (Months)				
Lease or Rental Term (Total Hours)				
Base Lease or Rental Payment (Annual)				
<b>Service*</b> Maint. & PM Program Cost (Annual)				
<b>Program Cost</b> Extended Cost (Annual)				

Bidder must provide specification sheets and brochures for the piece of equipment offered in its bid

\* Santa Fe County reserves the right to maintain the leased equipment upon mutual agreement with awarded contractor.

Bidder will deliver equipment to Santa Fe County within \_\_\_\_\_ days of ARO.

Bidder's Name: \_\_\_\_\_

Signature of Authorized Bidder's Agent: \_\_\_\_\_

Title: \_\_\_\_\_

Bidder's Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

**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 \_\_\_\_\_, 2017, for the lease or rental of a 50-ton Equipment Hauler Trailer 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 \_\_\_\_\_, 2017.

\_\_\_\_\_  
PRINCIPAL

(SEAL)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SURETY

(SEAL)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
WITNESS

**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

**LEASE OR RENTAL OF 50-TON EQUIPMENT HAULER TRAILER  
IFB# 2018-0187-PW/KE**

An Acknowledgement of Receipt Form should be signed and submitted to the Purchasing Division no later than **December 08, 2017** 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.

Karen K. Emery, Procurement Specialist, Senior  
Santa Fe County Purchasing Division  
142. W. Palace Avenue (Second Floor)  
Santa Fe, NM 87501  
Telephone: (505) 992-6759  
Fax: (505) 989-3243  
Email: [kkemery@santafecountynm.gov](mailto:kkemery@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 the box if applicable:**

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$3M 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 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 box 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 \_\_\_\_\_, 2017.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**APPENDIX D  
SAMPLE  
PRICE AGREEMENT  
FOR LEASE OR RENTAL OF 50-TON  
EQUIPMENT HAULER TRAILER**

**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 \_\_\_\_\_ 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 of heavy equipment 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 50 Ton Equipment Hauler Trailer and lease 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 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 2018-0187-PW/KE.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may lease 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# 2018-0187-PW/KE 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 shall deliver the items and services in accordance with the County's instructions. The Lessor 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 shall bear all risk of loss or damage with respect to returned equipment 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 equipment shall be provided 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 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. Rent 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 equipment, 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 equipment following certification of that equipment.

3. Within thirty (30) days of the issuance of a written request for payment, Lessee shall tender payment for the leased 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.

**E. 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 become effective on the date last written above and shall terminate four years later, unless earlier terminated pursuant to Section 7 (Termination) or Section 19 (Appropriations). In no event shall this Agreement exceed a term of four (4) years. There shall not be any automatic renewal of the term for this Price Agreement.

#### **5. END OF LEASE**

Lessor shall be solely responsible for the cost of retrieving the leased equipment 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 Equipment Upon Cancellation or Termination.** Termination of the Price Agreement also results in termination of the lease of any 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.

## **9. 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 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 MANUFACTURER/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, 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 no 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 Public Works  
Road Division  
P.O. Box 276  
Santa Fe, NM 87504-0276

**To the Lessor:**

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

**SANTA FE COUNTY**

\_\_\_\_\_  
Katherine Miller  
County Manager

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

\_\_\_\_\_  
R. Bruce Frederick  
County Attorney

\_\_\_\_\_  
Date

**FINANCE DEPARTMENT APPROVAL**

\_\_\_\_\_  
Stephanie Schardin Clarke  
Finance Director

\_\_\_\_\_  
Date

**LESSOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title