

# **SANTA FE COUNTY CORRECTIONS DEPARTMENT**



## **INMATE CLOTHING, HYGIENE, LINEN & MATTRESSES**

**IFB #2018-0309-CORR/MAM**

**JULY 2018**

**INMATE CLOTHING, HYGIENE, LINEN & MATTRESSES FOR THE  
SANTA FE COUNTY CORRECTIONS DEPARTMENT  
IFB NO. 2018-0309-CORR/MAM**

**TABLE OF CONTENTS**

Advertising for Bids.....3  
Bid Instructions .....4  
General Terms & Conditions .....5  
Supplemental Terms & Conditions.....11  
General Specifications .....13  
Bid Forms .....14  
Bid Sheets .....16  
Exhibit A .....17  
Appendix A – Acknowledgment of Receipt Form .....28  
Appendix B – Campaign Contribution Disclosure Form .....29  
Appendix C – Resident Veterans Preference Certification .....32  
Appendix D – Sample Price Agreement.....34

**ADVERTISEMENT FOR BIDS**

**INVITATION FOR BIDS**

**IFB #2018-0309-CORR/MAM  
INMATE CLOTHING, HYGIENE, LINEN & MATTRESSES**

Santa Fe County is requesting bids for the purpose of procuring inmate clothing, hygiene, linen & mattresses. 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 container. **All bids and required samples shall be received by the deadline of 2:00 P.M., MDT, on July 30, 2018 at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (2<sup>nd</sup> Floor), Santa Fe, NM 87501.** By submitting a bid for the requested materials and/or services each firm is certifying that their bid is in compliance with regulations and requirements stated within the Invitation For Bid (IFB) package.

Invitation for Bid packages will be available by contacting Michelle A. Marmion, Procurement Specialist, Senior, Santa Fe County Purchasing Division, 142 West Palace Avenue, Second Floor, Santa Fe, New Mexico 87501, or (505) 986-6753, through e-mail at [mmarmion@santafecountynm.gov](mailto:mmarmion@santafecountynm.gov) or on our website at [http://www.santafecounty.org/about\\_us/current\\_bid\\_solicitations.php](http://www.santafecounty.org/about_us/current_bid_solicitations.php)

**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.

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

Santa Fe County  
Purchasing Division  
Publish – July 8 & 9, 2018

## Santa Fe County 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, 142 West Palace Avenue, second floor, **no later than 2:00 PM (MDT) on Monday, July 30, 2018.**

**Hand Delivery and/or by Courier :**  
Santa Fe County Purchasing Division  
Attn: Michelle A. Marmion  
142 West Palace Avenue, (Second Floor)  
Santa Fe, NM 87501  
**(505) 992-6753**

3. Bids must be submitted in a sealed envelope or container and be clearly marked with the words: **Sealed Bid Enclosed, IFB No. 2018-0309-CORR/MAM, Inmate Clothing, “Hygiene, Linen and Mattresses for Santa Fe County Corrections Department.** Bids that are not submitted in a sealed envelope or container will not be accepted.
4. Filing time marked or stamped on the sealed envelope 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 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.
7. Acknowledgement of Receipt Form

Interested bidders should hand deliver or return by facsimile, e-mail, by registered or certified mail the "Acknowledgement of Receipt Form" that accompanies this document (See “Appendix A”) to have their organization placed on the procurement distribution list. The form should be legibly completed and signed by an authorized representative of the organization, dated and returned by close of business on **July 18, 2018.** The procurement distribution list will be used for the distribution of written responses to questions and any IFB amendments.

8. Campaign Contribution Disclosure Form

Bidders must complete and submit with their bid the Campaign Contribution Disclosure Form, “Appendix B”.

## **General Terms & Conditions**

1. **Bid Modification and Withdrawal:** After bid opening, no modifications of bids shall be permitted. A bidder alleging a material mistake of fact after the opening of bids may be permitted to withdraw its bid upon written request prior to contract award. Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purposes of correction and/or change. Such modifications shall be properly identified and signed or initialed by the 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. **Method of Award, if applicable:** Santa Fe County reserves the right to award a "Multiple Source Award" pursuant to Section 13-1-153 NMSA 1978, to the bidder(s) submitting the lowest responsive bid(s) meeting or exceeding specifications and terms and conditions for those items.
3. **Notification of Award:** The successful bidder(s) shall be notified in writing within five (5) working days of contract award. The successful Bidder(s) will be issued subsequent purchase order(s) for goods and/or services as indicated by the Statement of Work, Specifications or supplemental agreement, if applicable, prepared by Santa Fe County.
4. **Delivery:** Unless otherwise specified, all items bid are to be delivered to Santa Fe, NM at a site to be determined by the County, at the time the purchase order is released. (See Supplemental Terms and Conditions for Late Delivery Penalties).
5. **Payment Terms:** All successful bidders for items bid shall be subject to terms of net thirty (30) days after receipt of the firm's acceptable invoice(s) by Santa Fe County.
6. **Applicable Taxes:** Prices offered shall not include applicable taxes. Applicable taxes shall be specified as a separate line item and will not be included in the bid evaluation. 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:** All bidders understand that any quantities stated in this IFB are estimated quantities and that the actual quantities for the term of the contract 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 invitation are contingent upon available appropriated funding.
8. **Inspection and Acceptance:** Final inspection and acceptance of items will be made at the destination. Non-conforming units shall be removed by the contractor at its risk and expense promptly upon notification of the non-conformance.
9. **Warranties:** The bidder agrees that the goods and/or services furnished under this invitation shall be covered by most favored commercial warranties the bidder gives to any customer for

such goods and/or services and that the rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause in any resulting order. The bidder agrees not to disclaim warranties of fitness for a particular purpose and warranty of merchantability.

10. **Invoice Requirements:** The awarded contractor(s) invoice shall be submitted in triplicate duly certified and contain at a minimum the following information to be acceptable to the County:
- Purchase order number
  - Invoice number
  - Unit/Hourly/Discount prices with extended totals
  - Complete descriptions of goods and/or services rendered
  - Separate invoices shall be issued for each completed shipment, project or phase of services.
11. **Rights to Cancel:** The County reserves the right to cancel all or any part of any resulting order without cost to the County if the contractor fails to meet material provisions of the 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 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.
12. **Contractors 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 for by the County.
13. **Compliance with FCRA:** Bidders submitting bids shall be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.1979).
14. **Specifications:** The apparent silence of the specification as to any detail or apparent omission from them of detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and only materials and workmanship of first quality are to be used.
15. **Rejection of Bids:** The County reserves the right to reject any and all bids in part or whole, to waive technicalities, make single or multiple awards without discussions with bidders and to accept the offer it deems to be in the best interest of the Santa Fe County, giving due

consideration to prices, quality of goods or services, distribution and delivery facilities available and time of delivery.

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

**ANY EXCEPTIONS TO THE SPECIFICATIONS SHALL BE CLEARLY NOTED AND EXPLAINED.**

17. **Interpretation of Meaning:** No interpretation of the meaning of the specifications or other documents will be made to any bidding firm orally. Each request for interpretations shall be in writing addressed to Michelle Marmion, Procurement Specialist, Senior, Santa Fe County Purchasing Division at 142 West Palace Ave., Second Floor, Santa Fe, NM, 87501 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.

18. **Communication:** Direct communication with the County technical representative or government sponsor of the requirement, other than through the aforementioned individual, may result in the elimination of the bidder's offer from consideration.

19. **IFB Corrections:** Any and all interpretations and supplemental instructions will be in the form of written addenda to the IFB which, if issued, will be e-mailed, faxed or other means determined by the County as reasonable to expedite this process to all prospective firms prior to the date fixed for the receipt of bids. A new bid opening schedule may be set to allow for modification and resubmission of bids. Failure of any bidding firm to receive any such addenda or interpretations shall not relieve such firm 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.**

20. **Brand Names and Model Numbers:** Specifications in this invitation 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.

21. **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 potential 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.

22. **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 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.
23. **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.
24. **Two or more identical bids:** If two or more identical low bids are received, the County will apply the process described at Paragraph 17 of the Santa Fe County Purchasing Regulations and Section 13-1-110 NMSA 1978, of the State Procurement Code.
25. **Collusion:** No Bidder shall be interested in more than one bid. 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.
26. **Protest Procedure:** Any bidder who is aggrieved in connection with a 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.
27. **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.
28. **Bid Security:** Bid Security in the amount of ***\$1,000*** 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.

29. **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 for the insurance coverage set forth in the sample price agreement attached herein, if applicable.
30. **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.
31. **Preferences in Procurement:**

A. New Mexico In-state Preference.

New Mexico law, Section 13-1-22 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 certificate as a resident business. Certificates are issued by the state taxation and revenue department.

If a Bidder submits with its proposal a copy of a valid and current in-state resident business certificate, the bidder’s bid will be deemed to be 5% of the bid actually submitted.

Certification by the department of taxation and revenue for the resident business takes into consideration such activities as the business or contractor’s 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 contractor 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 proposal a copy of a valid and current veteran resident business certificate, the bidder's bid will be deemed to be 10%, 8% or 7% lower than the bid actually received, depending on the business' annual revenue.

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

The in-state, veteran or County preferences do not apply to procurement of services or Goods involving federal funds or federal grant funds.

Additional information about obtaining the certificate as a resident business and resident veteran business may be found at:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

**THIS SPACE LEFT BLANK INTENTIONALLY**

## 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 recording 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 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, and shall not relieve the bidder from corrections of the 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 sample price agreement, these Supplemental Terms and Conditions 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 contract documents.

Should the bidder object to any of the County's Terms and Conditions, as stipulated throughout this Invitation, that Bidder must propose specific alternative language. The County may or may not accept the 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.

**THIS SPACE LEFT BLANK INTENTIONALLY**

## **GENERAL SPECIFICATIONS**

### **Objective Description**

Santa Fe County is issuing an Invitation For Bids for Inmate clothing, hygiene, linen and mattresses for Santa Fe County Corrections Department to award a firm, fixed, indefinite quantity price agreement. Santa Fe County reserves the right to award a “multiple source award” pursuant to NMSA 1978 sec. 13-1-153 to the bidder(s) submitting the lowest responsive bid(s) meeting or exceeding specifications and terms and conditions for those items. The successful bidder(s) will be awarded a two (2) year contract with the County. At its sole discretion, the County shall have the option to renew for an additional one (1) two (2) year term contingent upon available appropriated funding and with the same terms and conditions for these goods and/or services.

### **Scope of Work**

The intent of this bid is to establish a Price Agreement for the purchase of Inmate Clothing, Hygiene, Linen and Mattresses for use by the Santa Fe County Corrections Department. The Juvenile Detention Center houses approximately 30 juveniles at any given time and the Adult Detention Facility houses approximately 540 inmates.

### **Requirements –**

- Pricing must be firm for the full term of the Agreement.
- Bidders are requested to bid according to unit requirements on estimated usage per unit.
- Slight variations in sizes may be considered. Vendors must indicate variations on bid item(s). If vendor’s product requirements are different from those specified, vendor must point out the differences on the bid.
- Bidders must provide 2 copies of manufacturer’s data sheets for each product (mattress).
- Bidders must provide the manufacturer’s specification and information necessary to show compliance with specifications.
- Bidder must provide instructions for care and maintenance for mattresses.
- Standard package shall clearly indicate contents by name, net contents in pounds, name and address of manufacturer, use instructions, and any applicable hazardous labeling precautions in full accordance with all pertinent OSHA requirements and must meet DOT requirements. MSDS sheets, on applicable items, shall accompany each order, and shall be maintained by the County.
- Request clarifications where necessary.

Warranty – All items must be new, unused, first quality only (no irregulars or seconds will be accepted), and ready for immediate use. No defective stitching, raw edges or loose threads. Garments not properly sewn or without adequate seams and hems will be rejected. All clothing must be free from manufacturer defect for a period of 60 days; all other items must be free from manufacturer defect. The bidder must provide an additional written limited warranty for the mattress, covering factory repair or replacement of defective materials for up to 5 years against cracking of mattress cover, and for up to 5 years against failure of heat sealed bonds of seams. The bidder will be responsible for replacement, pickup, freight charges, and delivery costs for all

items during the warranty period.

Quantities – The quantities given in the bid are the best estimates. Quantities ordered may be increased or decreased as deemed necessary during the term of the Agreement.

Product Discontinuance – In the event a product and/or model is discontinued by the manufacturer, the County at its sole discretion may allow the awarded bidder(s) to provide a substitute for the discontinued item. The awarded bidder(s) shall request permission to substitute a new product and provide the following:

- Documentation from the manufacturer that the product or model has been discontinued.
- Documentation that names the replacement product.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product.
- Documentation confirming that the price for the replacement is the same or less than the discontinued product or model.

Delivery will be accepted from Monday through Friday, 8:00 am to 5:00 pm. Arrangements for delivery shall be made through either the Adult Detention Facility or the Juvenile Detention Facility PRIOR TO ANY ATTEMPTED DELIVERY. All products shall be boxed and if applicable be palletized and contractor will be responsible for unloading products. Delivery date shall be within 10 days from the order date. All deliveries shall be F.O.B. Santa Fe, NM and a package slip must accompany each delivery.

Invoices will list the County purchase order number and items being delivered. In addition, they must state what they cover, as the case may be, complete or partial delivery and must show unit and unit prices. Terms of payment shall be the standard net 30 days.

A sample of the bid item (with the exception of mattresses) shall be submitted with the bid or the bidder will be disqualified for being unresponsive. For mattresses, manufacture specification sheets must be supplied. Samples will not be returned unless the bidder indicates the requirement to do so at the time the sample is furnished, and then only at the bidder's expense. Failure to arrange for pick up of the released samples within thirty (30) calendar days will result in disposal of the samples. Samples must contain the following information securely attached to each sample: bidders name, bid number, item number, manufacturer's name and lot number.

**BID FORM**

Project: **Inmate Clothing, Hygiene, Linen & Mattresses** IFB No. **2018-0309-CORR/MAM**

Bidder: \_\_\_\_\_ This Bid is submitted to:

**Santa Fe County Purchasing Division**

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

**Santa Fe, New Mexico 87501**

**Attn: Michelle A. Marmion**

Having read the Santa Fe County Bid Instructions and General Terms and Conditions and examined the specifications sheet(s) for the Invitation for Bids reference No. **2018-0309-CORR/MAM** we hereby submit the attached firm offer for which will remain open for a period not to exceed ninety (90) days in accordance with all terms and conditions represented in this solicitation for:

**INMATE CLOTHING, HYGIENE, LINEN & CORRECTIONS DEPARTMENT MATTRESSES**

Signature: \_\_\_\_\_

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

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

Firm Name: \_\_\_\_\_

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

NM License # \_\_\_\_\_

Resident Contractor's Preference #: \_\_\_\_\_

Dept. of Labor Registration #: \_\_\_\_\_

NM Business Preference #: \_\_\_\_\_

Liability Insurance is required.

Copy of Workers' Compensation Insurance is required

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

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

**BID SHEET**  
**IFB #2018-0309-CORR/MAM**  
**INMATE CLOTHING, HYGIENE, LINEN &**  
**CORRECTIONS DEPARTMENT MATTRESSES**

Please offer your best price, for each item as outline below. **The Bidders shall complete the following bid sheet in full, for Bid No. 2018-0309-CORR/MAM, including signature at the bottom as stated.** Be advised that award may be made without discussion with Bidders on offers received. Offers will be accepted until 2:00 pm on the bid due date specified. Samples of all items with the exception of mattresses must be included with the bid. For mattresses, manufacture specification sheets must be supplied with its bid submittal.

THE BIDDER SHALL MAKE ARRANGEMENTS TO HAVE SAMPLES RETURNED AFTER CONTRACT AWARD.

**REFERENCES REQUIRED WITH BID SUBMITTAL:**

Bids must include three (3) external client references from clients who received similar services. The minimum information that must be provided about each reference is:

1. Name of individual or company
2. Address of individual or company
3. Name of contact person
4. Telephone number of contact person
5. Type of services provided and dates services were provided

**EXHIBIT A**

Bidder must include price for all items listed.

Item	Description	Brand Name Offered:	Size	List Price Before Discount	% Discount Offered	Net Price Per Item After Discount
1	<b>T-SHIRTS - Unisex</b> *50% Cotton/50% Polyester *Must be crewneck *Color - must be white, green and maroon *Short Sleeve * Fruit of the Loom or approved equal	_____  Estimated # of purchases per year: <u>25 dozen</u>	Small			
			Medium			
			Large			
			X-Large			
			2X-Large			
			3X-Large			
2	<b>MEN'S BOXERS</b> *50% Cotton/50% Polyester *Color - must be white *Fruit of the Loom or approved equal	_____  Estimated # of purchases per year: <u>2,500 dozen</u>	Small			
			Medium			
			Large			
			X-Large			
			2X-Large			
			3X-Large			
3	<b>WOMEN'S PANTIES</b> *100% Cotton blend *Color – must be white *Hanes brand or approved equal	_____  Estimated # of purchases per year: <u>860 dozen</u>	5			
			6			
			7			
			8			
			9			
			10			
			12			
			14			
4	<b>BRAS</b> *50% Cotton/50% Polyester blend *Must be pull over, without snaps, hook and eyes and no under wire *Color – must be white *Playtex brand or approved equal	_____  Estimated # of purchases per year: <u>860 dozen</u>	32 A,B,C,D			
			34 A,B,C,D			
			36 A,B,C,D			
			38 A,B,C,D			
			40 A,B,C,D			

			42 A,B,C,D			
			44 A,B,C,D			

5	<b>SOCKS - Unisex</b> *50% Cotton/50% Polyester blend *All white tube sock *Fruit of the Loom or approved equal	Brand Name Offered: _____  Estimated # of purchases per year: <u>3,350 dozen</u>	Shoe Size (9 1/2 - 11)			

6	<b>GYM SHORTS - Unisex</b> *50% Cotton/50% Polyester blend *Mid-thigh length *Must be pull up with elastic waist (no strings) *Color: Navy *Fruit of the Loom or approved equal	Brand Name Offered: _____  Estimated # of purchases per year: <u>30 dozen</u>	Small			
			Medium			
			Large			
			X-Large			
			2X-Large			
			3X-Large			

7	<b>SWEAT PANTS - Unisex</b> *50% Cotton/50% Polyester blend *Must be pull up with elastic waist (no strings) *Color: Grey *Fruit of the Loom or approved equal	Brand Name Offered: _____  Estimated # of purchases per year: <u>35 dozen</u>	Small			
			Medium			
			Large			
			X-Large			
			2X-Large			
			3X-Large			

8	<b>SWEAT SHIRT - Unisex</b> *50% Cotton/50% Polyester blend *Must be pull over *Must be crew neck *Color: Grey *Fruit of the Loom or approved equal	Brand Name Offered: _____  Estimated # of purchases per year: <u>35 dozen</u>	Small			
			Medium			
			Large			
			X-Large			
			2X-Large			
			3X-Large			

9	<b>COVERALL</b> *Fabric to be perma-press *65% Polyester/35% Cotton twill *Short sleeve, full cut, double	Brand Name Offered: _____	Small			
			Medium			
			Large			

	stitched, reinforced at points of strain *Fly front closure to conceal heavy duty snaps (grippers not acceptable) *One pocket only over left breast, no opening in side seams *Colors: Orange, Khaki, Yellow, Navy and Red and Dark Brown *Screen print: Each order shall have: <b>SFCADF</b> in 5 inch black letters (bold) backside of coverall *No screen print necessary for juvenile facility.	Estimated # of purchases per year: <u>170 dozen</u>	X-Large			
			2X-Large			
			3X-Large			
			4X-Large			
			5X-Large			
			6X-Large			
			7X-Large			
			8X-Large			
			9X-Large			
			10X-Large			

10	<b>INMATE JACKET - WINTER</b> *100% Cotton *Blanket lined *Acrylic/Polyester Denim Outer Shell *Screen print: Each order shall have: <b>SFCADF</b> in 5 inch black letters (bold) backside of jacket	Brand Name Offered: _____  Estimated # of purchases per year: <u>200 each</u>	38/40			
			42/44			
			46/48			
			50/52			
			54/56			
			58/60			
			66/68			
			70/72			
			74/76			

11	<b>SHOWER SHOES</b> *Anti-Fungal *Anti-Bacterial *Flexible PVC *equal to Unifoot	Brand Name Offered: _____  Estimated # of purchases per year: <u>60 cases</u>	Small			
			Medium			
			Large			
			X-Large			
			2X-Large			
			3X-Large			

12	<b>CANVAS SHOES</b> *7 oz canvas material *Vulcanized rubber soles *Full cushion insoles with arch support *Reinforced stress points at heel and toe	Brand Name Offered: _____  Estimated # of purchases per year: _____	4			
			5			
			6			
			7			
			8			

	*Machine washable *Color: Orange and/or White	<u>504 pairs</u>	9			
			10			
			10.5			
			11			
			11.5			
			12			
			13			
			14			

13	<b>SLIP ON PVC SANDAL ORANGE</b> *Unisex sizing whole sized 6-16 *One Piece “basket-weave” look *Form fitting PVC construction *Non-skid *Non-marking *Soft and pliable *Specify how units are packaged _____ (i.e. package, dozen, case, bundle)	Brand Name Offered:  <hr/> Estimate # of purchases per year: 100 pairs	EACH			

14	<b>LEATHER WORK BOOTS</b> *6" Genuine leather upper *Plain toe *Oil resistant, non-marking, cleated gum rubber outsole to prevent slipping *Goodyear welt construction *27 mm triple cushion, lined insole with arch support *Riveted at main stress points *Cambrelle lining *Non-rust eyelets *Padded tongue and collar *Shankless Double stitched loop backstay *Outsole to upper; stitched and cemented for double reinforcement *Colors: Black or brown *Wide width *Whole/half size	Brand Name Offered:  <hr/> Estimated # of purchases per year: <u>180 pairs</u>	5 - 5 1/2			
			6 - 6 1/2			
			7 - 7 1/2			
			8 - 8 1/2			
			9 - 9 1/2			
			10 - 10 1/2			
			11 - 11 1/2			
			12 - 12 1/2			
			13 - 13 1/2			
			14 - 14 1/2			
			15 - 15 1/2			
			16 - 16 1/2			

<b>15</b>	<b>KITCHEN BOOTS</b> *100% Waterproof *Seamless molded construction *Anti-Skid *Outsole and heel with reinforced construction at critical stress points *Foot form contour insole	Brand Name Offered:	4			
		_____	5			
		Estimated # of purchases per year:	6			
		<u>24 pairs</u>	7			
			8			
			9			
			10			
			11			
			12			
			13			

<b>16</b>	<b>SHAMPOO - 2 oz.</b> *Clear formula *Clear bottle *Plastic container *Specify how units are packaged _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered:	Each			
		_____				
		Estimated # of purchases per year:				
		<u>125 cases</u>				

<b>17</b>	<b>FACE/BODY BAR SOAP</b> *3.0 oz. unwrapped *Specify how units are packaged _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered:	Each			
		_____				
		Estimated # of purchases per year:				
		<u>125 cases</u>				

<b>18</b>	<b>RAZOR</b> *Anti-Shank - break away when tampered with *Clear *Thumb Style *Specify how units are packaged _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____	Brand Name Offered:	Each			
		_____				
		Estimated # of purchases per year:				
		<u>135 cases</u>				

<b>19</b>	<p><b>TOOTHBRUSH</b>                  *3 1/4" long                  *Specify how units are packaged                  _____ (i.e. box, package,                  dozen, case, bundle)                  *Specify # of units per package                  _____</p>	<p>Brand Name                  Offered:                  _____</p> <p>Estimated #                  of purchases                  per year:  <u>55 cases</u></p>	Each			
-----------	--	---	------	--	--	--

<b>20</b>	<p><b>TOOTHPASTE (Flouride)</b>                  *0.85 oz.                  *Clear toothpaste                  *Clear, plastic tube                  *Specify how units are packaged                  _____ (i.e. box, package,                  dozen, case, bundle)                  *Specify # of units per package                  _____</p>	<p>Brand Name                  Offered:                  _____</p> <p>Estimated #                  of purchases                  per year:  <u>75 cases</u></p>	Each			
-----------	---	---	------	--	--	--

<b>21</b>	<p><b>DEODORANT</b>                  *0.5 oz.                  *Scent free                  *Push up container                  *Specify how units are packaged                  _____ (i.e. box, package,                  dozen, case, bundle)                  *Specify # of units per package                  _____</p>	<p>Brand Name                  Offered:                  _____</p> <p>Estimated #                  of purchases                  per year:  <u>120 cases</u></p>	Each			
-----------	--	--	------	--	--	--

<b>22</b>	<p><b>SANITARY NAPKIN</b>                  *Feminine Hygiene                  *Individually wrapped                  *Specify how units are packaged                  _____ (i.e. box, package,                  dozen, case, bundle)                  *Specify # of units per package                  _____</p>	<p>Brand Name                  Offered:                  _____</p> <p>Estimated #                  of purchases                  per year:  <u>110 cases</u></p>	Each			
-----------	---	--	------	--	--	--

<b>23</b>	<p><b>COMB</b>                  *9"                  *Black plastic</p>	<p>Brand Name                  Offered:                  _____</p>	Each			
-----------	---	--	------	--	--	--

	<p>*Specify how units are packaged _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____</p>	<p>Estimated # of purchases per year: <u>36 boxes</u></p>				
--	---	---	--	--	--	--

24	<p><b>HAIRBRUSH</b> *7 3/4" *Vented, plastic bristles *Specify how units are packaged _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____</p>	<p>Brand Name Offered: _____  Estimated # of purchases per year: <u>36 boxes</u></p>	Each			
----	--	--	------	--	--	--

25	<p><b>Wash Cloths</b> *100% Cotton * 12" x 12" *Flame Retardant *Securely stitched hem *Specify how units are packaged _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____</p>	<p>Brand Name Offered: _____  Estimated # of purchases per year: <u>180 dozen</u></p>	Each			
----	---	---	------	--	--	--

26	<p><b>TOWELS</b> *100% Cotton *Bath Towel - 22" x 48" *Flame Retardant *Securely stitched hem *Specify how units are packaged _____ (i.e. box, package, dozen, case, bundle) *Specify # of units per package _____</p>	<p>Brand Name Offered: _____  Estimated # of purchases per year: <u>250 dozen</u></p>	Each			
----	--	---	------	--	--	--

<b>27</b>	<p><b>SHEETS</b>                      *50% Polyester/50% cotton                      *54" x 90"                      *180 thread count                      *No iron                      *Securely stitched hem                      *Flame retardant                      *Color: White                      *Specify how units are packaged                      _____ (i.e. box, package,                      dozen, case, bundle)                      *Specify # of units per package                      _____</p>	<p>Brand Name Offered:                      _____</p> <p>Estimated # of purchases per year:  <u>180 dozen</u></p>	Each			
-----------	---	---	------	--	--	--

<b>28</b>	<p><b>PILLOW CASES</b>                      *50% Polyester/50% cotton                      *42" x 36"                      *180 thread count                      *No iron                      *Securely stitched hem                      *Flame retardant                      *Color: White                      *Specify how units are packaged                      _____ (i.e. box, package,                      dozen, case, bundle)                      *Specify # of units per package                      _____</p>	<p>Brand Name Offered:                      _____</p> <p>Estimated # of purchases per year:  <u>10 dozen</u></p>	Each			
-----------	---	--	------	--	--	--

<b>29</b>	<p><b>BLANKET</b>                      *40% Wool/60% Synthetic Fiber                      *54" x 84"                      *Whipstitched ends                      *Flame retardant                      *Color: Dark Grey                      *Specify how units are packaged                      _____ (i.e. box, package,                      dozen, case, bundle)                      *Specify # of units per package                      _____</p>	<p>Brand Name Offered:                      _____</p> <p>Estimated # of purchases per year:  <u>120 dozen</u></p>	Each			
-----------	---	---	------	--	--	--

<b>30</b>	<p><b>PILLOWS</b>                      *20" x 26"                      *Flame resistant</p>	<p>Brand Name Offered:                      _____</p>	Each			
-----------	---	---	------	--	--	--



	<p>c. California Technical Bulletin 129  d. California Technical Bulletin 133  e. California Technical Bulletin 603  f. ASTM E 162-95 Flame Spread Test  g. ASTM D 2863-00 (Oxygen Index) Procedure "A"  h. ASTM E 662 Smoke Density Test  i. Consumer Product Safety Commission, 16 CFR 1632, Standard for the Flammability of Mattresses and Mattress Pads  j. Clean ability Standard DS #7566</p> <p>Life Cycle Test: Must pass rotator test of 100,000 cycles with minimum loss of density and no cover damage.</p> <p><b>Test Reports:</b>  Where products, materials and procedures are specified by reference to specific tests or standards, bidders must submit 2 copies of certificates from an independent testing laboratory showing satisfactory completion of specified tests and conformance to standards.</p>					
--	---	--	--	--	--	--

	<p><b>MATTRESS MENDING PATCHES</b>  *Clear, Water resistant tear patch  *3" x 6"</p> <p>*Specify how units are packaged _____ (i.e. box, package, dozen, case, bundle)  *Specify # of units per package _____</p>	<p>Brand Name Offered:  _____</p> <p>Estimated # of purchases per year:  <u>50 each</u></p>	<p>Each</p>			
--	---	---	-------------	--	--	--

<p>33</p>	<p><b>LAUNDRY BAGS</b>  *24" W x 36"  *White  *100% Polyester Mesh  *Weight: 4.4 oz per sq. yard  * Thickness: 0.040"  *High quality, heavy duty cotton wrapped polyester thread</p>	<p>Brand Name Offered:  _____</p> <p>Estimated # of purchases per year:  <u>100 dozen</u></p>	<p>Each</p>			
-----------	--	---	-------------	--	--	--

	<p>*High quality polyester will not break down quickly from detergents or shrivel up                  * NO Tie Cord</p> <p>*Specify how units are packaged _____ (i.e. box, package, dozen, case, bundle)                  *Specify # of units per package _____</p>					
--	--	--	--	--	--	--

**Contractor's Name:** \_\_\_\_\_

**Contractor's Phone:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_

**Signature of Authorized Contractor's Agent:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

**INMATE CLOTHING, HYGIENE, LINEN & MATTRESSES  
2018-0309-CORR/MAM**

In acknowledgement of receipt of this Request for Bid the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix D.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on **July 18, 2018**. Only potential bidders who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all written questions and the County's written responses to those questions as well as IFB amendments, if any are issued.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

Firm does/does not (**circle one**) intend to respond to this Invitation for Bids.

Michelle A. Marmion  
Santa Fe County Purchasing Division  
142 W. Palace Avenue (Second Floor)  
Santa Fe, New Mexico 87501  
(505) 992-6753  
(505) 989-3243  
[mmarmion@santafecountynm.gov](mailto:mmarmion@santafecountynm.gov)

## APPENDIX B

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body 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 facts regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

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

My Commission Expires:

\_\_\_\_\_

**APPENDIX D  
SAMPLE  
PRICE AGREEMENT  
INMATE CLOTHING, HYGIENE, LINEN & MATTRESS FOR  
SFC CORRECTIONS DEPT.**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between **Santa Fe County**, a political subdivision of the County of the State of New Mexico (hereinafter referred to as “the County”) and \_\_\_\_\_, a Corporation authorized to do business in Santa Fe County (hereinafter referred to as “the contractor”)

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. DEFINITIONS**

- A. **“County”** shall mean the County of Santa Fe, New Mexico.
- B. **“Using Department or Department”** shall mean a Department of Santa Fe County.
- C. **“Purchase Order”** shall mean a fully executed Purchase Document issued by the County Purchasing Department that specifies the items and services to be provided by the Contractor.
- D. **“Price Agreement”** means this indefinite quantity Price Agreement which requires the Contractor to provide the items to a Using Department which issues a Purchase Order.
- E. **“Price”** means the prices paid by the County and its Departments for the uniforms for the Sheriff’s Office as described in Exhibit A.

**2. GOODS TO BE PROVIDED**

- A. **Purchase.** Exhibit A of this Price Agreement is the prices for the Contractor’s services and deliverables. Exhibit A also indicates any specifications required for the items that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items listed on Exhibit A. Any service ordered by the County must be an item described on Exhibit A. All orders issued hereunder must bear both an order number and the number of this Price Agreement #2013-0299-SO/PL REBID.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the items listed on Exhibit A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of items be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the item(s) and service.
- D. **Specifications.** The items furnished under this Price Agreement shall meet or exceed the specifications provided in the Information for Bidders, IFB# 2013-0299-SO/PL REBID including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement items/services(s) and price(s).
- E. **Delivery and Billing Instructions.**
  - 1. The Contractor shall deliver the items in accordance with the County’s instructions. The Contractor shall also deliver, with the items ordered, an invoice listing the order number and the Price Agreement number.
  - 2. Whenever, the Department does not accept any deliverable and returns it to the

Contractor, all related documentation furnished by the Contractor shall be returned also.

3. The Department will inform the Contractor within five business days that a deliverable is unacceptable by the Department.
4. Prices listed in Exhibit A, for each item, shall be the fixed prices and rates for the items and services.

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

- A. Inspection.** Final inspection and acceptance of a deliverable shall be made by the Using Department.
- B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the services and deliverables meet specifications and will accept the services or deliverables if they meet specifications. No payment shall be made for any service until the service has been accepted in writing by the Using Department. Unless otherwise agreed upon, between the Department and the Contractor within thirty (30) days from the delivery and receipt of services or deliverable, the Using Department shall issue a written certification of complete or partial acceptance or rejection of any service or deliverable. Unless the Using Department gives notice of partial acceptance or rejection within the time specified in Paragraph 2 above, the services or deliverables will be deemed to have been accepted.
- C. Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
- D. Payment.** County shall pay Contractor on an invoice received from Contractor within thirty (30) days from the date the County approves the invoice.
- E. Taxes.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item on each invoice. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and county tax identification number(s). If the Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor written evidence of such exemption(s).

**4. TERM OF THIS AGREEMENT.** This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement shall be two (2) years from the Effective Date with the option to renew at the same terms and conditions for an additional one (1) two year term not to exceed four (4) years.

**5. 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 services or deliverables fail to meet the requirements of this Price Agreement.
- B. The failure of the Contractor to perform its obligations under this Price Agreement shall constitute a default of this Price Agreement.
- C. The Contractor may be excused from performance if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County shall determine that the item, to be furnished by a sub-

contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.
- E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs incurred by the County that is associated with such default.

## **6. TERMINATION.**

- A. For Convenience.** Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to the Termination date of this Price Agreement. County will provide at least twenty (20) days prior written notice to the Contractor 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.

**7. AMENDMENT.** Except for amendment affecting price(s), this Price Agreement may be amended by mutual agreement of the County and the Contractor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the County, prior to the effective date of the amendment.

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

**9. NON-COLLUSION.** In signing this Price Agreement, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Price Agreement.

**10. RECORDS.** During the term of this Price Agreement and for three (3) years thereafter, the Contractor shall maintain detailed records pertaining to the services or deliverables provided. These records shall be subject to inspection by the Department, the County and State Auditor and other appropriate County authorities. The County shall have the right to audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

**11. APPROPRIATIONS.** 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 Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

**12. CONFLICT OF INTEREST.** The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Price Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

**13. APPROVAL OF CONTRACTOR'S REPRESENTATIVES.** The County reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

**14. SCOPE OF AGREEMENT, MERGER.** This Price Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this written Price Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Price Agreement.

**15. NOTICE.** The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.

**16. INDEMNIFICATION.** The Contractor shall hold the County and its Departments, agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees, or sub-contractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Department, its officers or employees.

**17. THIRD PARTY BENEFICIARY.** This Price Agreement was not intended to and does not create any rights in any persons not a party hereto.

**1. NEW MEXICO TORT CLAIMS ACT.** No provision of this Price Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County and its Departments or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

**19. INSURANCE.**

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.
- C. Worker's Compensation Insurance. The Contractor shall comply with the provisions of the Worker's Compensation Act.
- D. Increased Limits. If, during the life of this Price Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

**20. APPLICABLE LAW.** This Price Agreement shall be governed by the laws of the State of New Mexico.

**21. CHOICE OF LAW.** 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.

**22. INVALID TERM OR CONDITION/SEVERABILITY.** The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

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

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



**FINANCE DEPARTMENT**

\_\_\_\_\_  
Stephanie S. Clarke  
Santa Fe County Finance Director

\_\_\_\_\_  
Date

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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