

**SANTA FE COUNTY
PUBLIC WORKS DEPARTMENT**

INVITATION FOR BIDS



SANTA FE COUNTY

IFB No. 2026-0322-PW/JL

Heavy Equipment Lease, Rental, and Purchase Services

May 2026

SANTA FE COUNTY

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**ADVERTISEMENT
INVITATION FOR BID
Heavy Equipment Lease, Rental, and Purchase Services
IFB No. 2026-0322-PW/JL**

The Santa Fe County Public Works Department requests sealed bids from licensed and insured vendors to provide Equipment Lease, Rental, and Purchase of Heavy Equipment Services for Public Works operations, subject to funding availability and County approval, including the furnishing of heavy construction and maintenance equipment on an as-needed basis to support County operations, roadway maintenance, infrastructure improvements, and public works projects throughout Santa Fe County.

A completed bid package must 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 must be received by 2:00 PM on Thursday, June 11, 2026, at the Santa Fe County Purchasing Division located at 102 Grant Avenue, 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 the regulations and requirements stated within this IFB.

A NON-MANDATORY Pre-Bid Meeting will be held at **10:00 AM (MDT) on Tuesday, May 12, 2026**, via Microsoft Teams. Please use the Teams link provided below, meeting number 264 540 240 700 81, passcode WH6aK9z4, or join by phone at (773) 352-2011, conference ID 222 108 81#. Attendance is not mandatory but is highly recommended <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>.

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.

Information on Invitation for Bid Documents will be available by visiting the Santa Fe County website at <https://www.santafecountynm.gov/finance/purchasing-division/current-bid-solicitations> or by contacting Jack Love, Santa Fe County Purchasing, by telephone at (505) 986-6209, email at jalove@santafecountynm.gov.

Santa Fe County Public Works
Publish: May 3-4, 2026

BID INSTRUCTIONS

Bids are requested by Santa Fe County Public Works Department for Heavy Equipment Lease, Rental, and Purchase Services on an as-needed basis to support roadway maintenance, construction support activities, emergency response, snow removal, drainage work, and other County operations throughout Santa Fe County. 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.

The bids shall be based upon the material descriptions, units, and estimated quantities shown on the attached bid sheets. Final payment will be made upon quantities completed in accordance with the specifications, measured and accepted by the County, paid at the unit prices contained in the bid.

The Contractor shall furnish all labor, operators (if requested), transportation, maintenance, fuel, supervision, and equipment necessary to provide the requested services in accordance with the IFB requirements and specifications. The bid shall include all permits, fees, overhead and profit, and incidental costs in the bid amounts. All applicable taxes **shall not** be included in the bid amounts.

All applicable laws and ordinances and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contractor and all agreements between the Contractor and the County.

1. LOCATION AND DESCRIPTION OF WORK:

The Santa Fe County Public Works Department is requesting sealed bids from qualified vendors to provide Heavy Equipment Lease, Rental, and Purchase Services on an as-needed basis for County operations.

Services may include the lease or short-term rental of heavy equipment and related machinery, with or without operators if requested by the County, to support roadway maintenance, drainage improvements, snow removal, emergency response, construction support, and other public works activities. Services may also include the direct purchase of equipment items when determined to be in the best interest of the County and subject to available funding.

Equipment may be required at various County facilities, maintenance yards, roads, and project locations throughout Santa Fe County, New Mexico. Delivery locations and rental durations shall be identified by the County at the time of each request or purchase order.

Equipment categories may include, but are not limited to:

Motor Graders

Backhoes

Wheel Loaders

Excavators

Dozers

Dump Trucks

Rollers

Water Trucks

Skid Steers

Other related heavy equipment

Santa Fe County intends to establish one or more price agreements with responsive and responsible bidders to ensure equipment availability and timely service when needed.

2. **TIME AND PLACE OF RECEIVING AND OPENING BIDS:** The date, time, and location for receipt and opening of bids are set forth in the Advertisement for Bids. Any bid received after the stated deadline will not be considered and may be returned unopened.
3. **SPECIFICATIONS:** Equipment furnished under this IFB shall be in safe operating condition, properly maintained, clean, and suitable for intended use. All equipment shall comply with applicable federal, state, and local safety requirements. Additional specifications may be identified in the bid sheets or purchase order. Refer to Appendix D for detailed equipment specifications.
4. **CONTRACT TIME:** The initial term of this Agreement shall be four (4) years from the date of execution. The County may, at its sole discretion, renew the Agreement for up to three (3) additional two (2) year terms, for a total term not to exceed ten (10) years. Renewal is subject to County approval and the availability of funding.
5. **COPIES OF BIDDING DOCUMENTS:** The Invitation for Bid Documents will be available by visiting the Santa Fe County website at <https://www.santafecountynm.gov/finance/purchasing-division/current-bid-solicitations> or by contacting Jack Love, Santa Fe County Purchasing, by telephone at 505-986-6209, email at Jalove@santafecountynm.gov.

Bidders shall use complete sets of Bidding Documents in preparing bids; neither the County nor the Purchasing Division assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

6. **PRE-BID CONFERENCE:** A NON-MANDATORY Pre-Bid Meeting will be held **10:00 AM (MDT) on Tuesday, May 12, 2026**, via Microsoft Teams.
7. **BIDDER'S REPRESENTATION:** By submitting a bid the bidder represents that: a) the bidder has read and understands the Bid Documents and Contract Documents; b) the bid is made in compliance with the Bid Documents and Contract Documents; c) The bidder has become familiar with local conditions under which the Work is to be performed, and has correlated the bidder's personal observations with the requirements of the proposed Contract

Documents; d) the bidder has familiarized itself with federal, state and local laws, ordinances, rules, and regulations affecting performance of the Work; and e) the bid is based upon the materials, equipment and systems required by the Bid Documents without exception; and f) the County shall rely on these representations.

- 8. INTERPRETATIONS/ADDENDA:** All questions about the meaning or intent of the contract documents shall be submitted to the Procurement Specialist in writing.

Questions received less than seven (7) calendar days prior to the date for opening of bids will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Written questions or inquiries in relation to the Invitation for Bid will be directed to:

Jack Love, Procurement Specialist Senior
Santa Fe County Purchasing Division
102 Grant Avenue
Santa Fe, NM 87501
Phone: (505) 986-6209
Email: jalove@santafecountynm.gov

Addenda will be transmitted to all bidders listed on the official Bid Holder's List.

Copies of addenda will be made available for inspection wherever Bid Documents are on file for that purpose. Each addendum shall be part of the contract documents as specified in the written contract, attached to these specifications.

Addenda will be issued no later than seven (7) calendar days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

Each bidder shall ascertain prior to submitting a bid that the bidder has received all addenda and the bidder shall acknowledge receipt in the bid.

- 9. RESIDENT PREFERENCE:** If a bidder wishes to be given preference in this procurement, it is required to submit its certificate or certificate number issued by the State Purchasing Agent with the bid prior to the bid submittal time and date deadline. Preference will not be given to a bidder who does not submit its certificate or certificate number that can be verified with the State Purchasing Office. The certificate must be under the bidder's business name as represented in its bid. The bidder's certificate must indicate whether the bidder is certified as a resident business. Application of preference by the County shall be provided as described at Section 13-1-21 (A)-(L) and Section 13- 1-21.2 NMSA 1978, of State Procurement Code.

- 10. SUBCONTRACTORS, SUPPLIERS AND OTHERS:** The Contractor shall remain fully responsible for all goods and services provided under this Agreement, including any equipment leased, rented, sold, delivered, maintained, repaired, transported, or operated through subcontractors, suppliers, or other third parties.

- a. The Contractor shall identify in its bid any subcontractors or third parties it intends to utilize in the performance of this Agreement.
- b. No subcontracting or assignment of substantial portions of the work shall occur without prior written consent of Santa Fe County.
- c. Use of subcontractors or suppliers shall not relieve the Contractor of responsibility for compliance with all specifications, delivery schedules, warranties, licensing, insurance, safety requirements, or any other obligations of the Agreement.
- d. Santa Fe County reserves the right to request replacement of any subcontractor or third party whose performance, qualifications, or compliance is reasonably unsatisfactory.
- e. The Contractor shall be solely responsible for payment of subcontractors, suppliers, and all persons furnishing labor, materials, equipment, transportation, or related services.

11. EQUIVALENT EQUIPMENT / SUBSTITUTIONS: Any manufacturer names, Model numbers, descriptions, or specifications contained in this Invitation for Bids are used solely to establish a minimum standard of quality, capacity, compatibility, and performance.

- a. Bidders may propose equivalent equipment or products, provided the substituted item meets or exceeds all stated specifications and intended use requirements.
- b. The burden of proving equivalency shall rest solely with the Bidder. Santa Fe County reserves the right to determine whether any proposed substitute is equal to or better than the item specified and whether it is in the best interest of the County to accept such substitution.
- c. Any proposed substitutions should be clearly identified in the bid response with supporting specifications, brochures, or technical documentation.

12. LABOR, LICENSING, AND REGULATORY COMPLIANCE: The Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, licensing requirements, and safety standards related to the furnishing, lease, rental, sale, delivery, operation, maintenance, and repair of equipment provided under this Invitation for Bids.

- a. If any services requiring professional, commercial, or trade licensing are performed under this Agreement, the Contractor and any subcontractors shall maintain all required licenses, permits, registrations, and certifications throughout the term of the Agreement.
- b. The Contractor shall be solely responsible for payment of wages, benefits, taxes, insurance, and compensation owed to its employees, agents, and subcontractors.
- c. Santa Fe County reserves the right to request evidence of compliance with

applicable licensing, registration, insurance, or regulatory requirements at any time.

13. **BID FORM:** The bid forms are included in the bidding documents; additional copies may be obtained from the Santa Fe County Purchasing Division.
 - a. Bid forms must be completed in either ink or typewritten. The bid price of each item on the form must be stated in numerals and written words; in case of an error in extensions in the unit price schedule, the unit price shown in written words shall govern.
 - b. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
 - c. Bids by partnerships must be executed in the partnership name and signed by a partner, their title must appear under their signature and the official address of the partnership must be shown below the signature.
 - d. All names must be typed or printed below the signature.
 - e. The bid shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be filled in on the bid form).

14. **QUALIFICATION OF BIDS:** Bidders shall be regularly engaged in the business of leasing, renting, supplying, transporting, maintaining, or servicing the equipment offered under this IFB.
 - a. Bidders shall maintain all business licenses, registrations, permits, insurance, and operating authority required by applicable federal, state, and local law for the goods and services offered.
 - b. If any portion of the services requires a professional, commercial, or trade license, the bidder and any subcontractor performing that portion of the services shall maintain the required license(s) throughout the term of any resulting Agreement.
 - c. Santa Fe County reserves the right to request evidence of qualifications, licensing, insurance, experience, equipment availability, financial responsibility, or other information necessary to determine bidder responsibility.

15. **SUBMISSION OF BIDS:** Bids shall be submitted at the time and place indicated in the “Advertisement for Bids” of this IFB and shall be enclosed in an opaque sealed envelope or sealed package clearly marked with the IFB number, IFB title, and the name and return address of the bidder. Bids shall include all required forms and documents identified in this IFB. All blanks shall be completed where applicable. Conditional bids may be considered non-responsive and may be rejected.

The sealed bid package shall be addressed to:
Jack Love, Procurement Specialist Senior
Santa Fe County Purchasing Division
102 Grant Avenue
Santa Fe, NM 87501
Phone: (505) 986-6209

16. **MODIFICATION AND WITHDRAWAL OF BIDS:** A bid may not be modified, withdrawn or canceled by the bidder following the time and date designated for the receipt of bids, and each bidder so agrees to these conditions by submitting a bid. Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the County at the address designated for receipt of bids. Such notice shall be in writing and signed by the bidder. Upon receipt, such written confirmation shall be date- and time-stamped by the County on or before the date and time set for receipt of bids. A modification of a bid shall be worded as not to reveal the amount of the original bid.
17. **GROSS RECEIPTS TAXES:** The amount of the bid shall exclude applicable New Mexico Gross Receipts Taxes or applicable local option taxes. The applicable gross receipts tax or applicable local option taxes shall be computed and shown as a separate amount on each request for payment made under the contract.
18. **CONSIDERATION OF BIDS:** Bids received on time will be opened publicly. The County may review bids for responsiveness, required signatures, pricing, addenda acknowledgment, bidder responsibility, references, equipment availability, and compliance with this IFB.
19. **BID OPENING PROCEDURE:** The person or persons opening bids shall verify timely receipt and review each bid for substantial responsiveness to the requirements of this Invitation for Bids.

At the public opening, the County may read aloud the name of each bidder and total bid amount(s), if applicable.

Following opening, bids may be reviewed for the following:

- a. Completed Bid Proposal and Bid Form with required signatures.
- b. Acknowledgment of addenda, if applicable.
- c. Completed pricing sheets.
- d. Required affidavits and certifications.
- e. Evidence of bidder responsibility, qualifications, licensing, insurance, and ability to perform.
- f. Compliance with all material requirements of the IFB.

Failure to provide material required information may result in the bid being determined non-responsive.

20. **BIDS TO REMAIN OPEN:** All bids shall remain open for ninety (90) days after the day of the bid opening.
21. **AWARD OF CONTRACT:** The County reserves the right to reject any and all bids and waive any and all informalities or technicalities and the right to disregard all nonconforming or conditional bids or counter proposals.
 - a. Award(s) may be made to the lowest responsive and responsible bidder(s) whose pricing and availability are determined to be in the best interest of the County. The County may make multiple awards.

22. **PREFERENCES IN EQUIPMENT AND MATERIAL:** The County has no preference for brand, manufacturer, model, or type of equipment except as needed to meet minimum specifications, but will consider all processes, types of equipment or kinds of material offered on a usual competitive basis if they are in fact equal to that specified and will accomplish the purpose intended. The County reserves the right to be the sole judge as to whether or not a different process, type of equipment or kind of material offered is in fact equal to that specified.
23. **LICENSE OR ROYALTY FEES:** Licenses and/or royalty fees for products or for processes must be paid for directly by the contractor.
24. **PERMITS:** The Contractor shall obtain and maintain any permits, registrations, licenses, or approvals required for the transportation, delivery, operation, or lawful use of furnished equipment and related services.
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. **QUANTITIES:** Payment will be made for actual hours, days, weeks, deliveries, pickups, operators, and approved services utilized.
27. **PROTEST PROCEDURE:** Any bidder who is aggrieved in connection with procurement may protest to the County Purchasing Manager as set forth in Resolution No. 2006-60 by the Board of County Commissioners. A copy of Resolution No. 2006-60 is available upon request. The protest must be in writing and be submitted within fifteen (15) days after the facts or occurrences. The complete procedures and requirements regarding protests and resolution of protests are available from the Santa Fe County Purchasing Division upon request. The protest must be delivered to the Santa Fe County Purchasing Division:

Santa Fe County Purchasing Division
P.O. Box 276
Santa Fe, New Mexico 87504

Protest will not be accepted by facsimile or other electronic means. Protest received after the deadline will not be accepted.

28. **CONTRACTOR'S QUALIFICATION STATEMENT:** A bidder to whom award of a contract is under consideration shall submit, upon request, information and data sufficient to demonstrate that its financial resources, equipment inventory, service capabilities, personnel, experience, references, and overall responsibility are adequate to satisfactorily provide the equipment rental services, related services, and any goods described in the Bidding Documents.
29. **WARRANTY:** Contractor warrants all equipment furnished shall be safe, operable, maintained, and fit for intended use during rental period.

30. **NOTICE OF AWARD:** A written Notice of Award shall be issued by the County after review and approval of the bid and related documents.
31. **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.
32. **CANCELLATION OF AWARD:** When in the best interest of the public, the County may cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the County.
33. **PURCHASE ORDERS / REQUESTS FOR SERVICES:** The County may issue purchase orders, dispatch notices, or written requests identifying equipment, location, rental period, operators (if required), and service dates.
34. **FAILURE TO EXECUTE CONTRACT:** Failure to timely return the signed Agreement, insurance documents, and other required post-award documents may result in cancellation of award and award to another bidder as permitted by law.
35. **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 as specified in the sample contract and the County's supplementary conditions attached hereto.
36. **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.
37. **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.
38. **NUMBER OF BIDS ACCEPTED:** Bidders shall submit only one (1) bid in response to this IFB.
39. **LIVING WAGE:** Contractor shall comply with the requirements of the Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).
40. **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".

BID PROPOSAL
IFB No. 2026-0322-PW/JL
Heavy Equipment Lease, Rental, and Purchase Services

To Santa Fe County, State of New Mexico:

In compliance with the Information for Bidders and in strict conformance with the Invitation for Bids, _____, organized and existing under the laws of the State of _____, as a _____ (type of business or legal entity), hereby submits this bid to furnish Heavy Equipment Lease, Rental, and Purchase Services for Santa Fe County in accordance with IFB No. 2026-0322-PW/JL.

The undersigned declares that it is the only person or parties interested in this proposal as principals; that the proposal is made without collusion with any person, firm, or corporation; that it has carefully examined the bid documents, specifications, and all related requirements; and that it is prepared to furnish all labor, equipment, materials, transportation, supervision, and related services necessary to perform the requested services in the manner and time prescribed.

The undersigned understands that quantities, usage, and service needs are approximate only and may increase or decrease depending upon County requirements, available funding, and operational needs, and agrees to furnish services at the unit prices bid.

The undersigned agrees to execute and deliver the Agreement, certificates of insurance, and any other required documents within ten (10) calendar days after receiving notification of award, or within such additional time as may be allowed in writing by Santa Fe County.

The undersigned further agrees to commence performance within fifteen (15) days, or as otherwise directed in writing by Santa Fe County, after issuance of a purchase order or written request for services.

The undersigned certifies that all equipment furnished under any resulting agreement shall be in safe operating condition, properly maintained, and compliant with all applicable federal, state, and local laws and safety requirements.

(Corporate Seal)

Signature-Title

Corporate Name

Address

City, State, Zip Code

BID SHEETS

BID SHEET NO. 1 – Short-Term Rental Equipment Rates				
Item No.	Equipment Description	Daily Rate	Weekly Rate	Monthly Rate
1	Wheel Loader, 3–4 Cu. Yd.			
2	Backhoe Loader, Extend hoe, enclosed cab, 4x4, 91 HP or better			
3	Broom Sweeper, enclosed cab, 8 ft			
4	Excavator, 65 HP or better / 12' dig depth or better			
5	Double Drum Steel Wheel 2–4 ton with spray bar			
6	Double Drum Steel Wheel 4–6 ton with spray bar			
7	Pneumatic Roller 8–12 ton with spray bar			
8	Motor Grader 200 HP or better			
9	Dozer 130 HP or better various classes			
10	Skid Steer Loader 80 HP or better			
11	Tractor Scraper 18 Cu Yd pan self-loading			
12	Asphalt Reclaimer 350 HP or better			
13	Milling Machine			
14	2,000–4,000 Water Truck			
15	Paver – Various Sizes			

BID SHEET NO. 2 – Long-Term Lease Equipment Rates

Item No.	Description	Size / Capacity	Make	Model	Lease Term (Months)	Lease Term (Hours)	Annual Payment	Monthly Payment	Approved Substitution
1	Motor Grader	12–14 ft blade							
2	Backhoe Loader	Standard							
3	Wheel Loader	2–3 yd bucket							
4	Wheel Loader	4+ yd bucket							
5	Skid Steer	Standard							
6	Track Loader	Compact							
7	Mini Excavator	Under 10,000 lb							
8	Excavator	Mid Size							
9	Excavator	Large							
10	Bulldozer	Small							
11	Bulldozer	Large							
12	Dump Truck	10 yd							
13	Dump Truck	16+ yd							
14	Water Truck	2,000–4,000 gal							
15	Roller / Compactor	Smooth Drum							
16	Roller / Compactor	Padfoot							
17	Street Sweeper	Standard							
18	Telehandler	6,000+ lb							
19	Crane Truck	As Available							
20	Generator / Light Tower	Portable							

BID SHEET NO. 3 – Equipment Purchase Pricing

Item No.	Equipment Description	New/ Used	Unit Purchase Price	Delivery Time	Warranty	Approved Substitution
1	Wheel Loader, 3–4 Cu. Yd.					
2	Backhoe Loader, Extend hoe, enclosed cab, 4x4, 91 HP or better					
3	Broom Sweeper, enclosed cab, 8 ft					
4	Excavator, 65 HP or better / 12' dig depth or better					
5	Double Drum Steel Wheel 2–4 ton with spray bar					
6	Double Drum Steel Wheel 4–6 ton with spray bar					
7	Pneumatic Roller 8–12 ton with spray bar					
8	Motor Grader 200 HP or better					
9	Dozer 130 HP or better various classes					
10	Skid Steer Loader 80 HP or better					
11	Tractor Scraper 18 Cu Yd pan self-loading					
12	Asphalt Reclaimer 350 HP or better					
13	Milling Machine					
14	2,000–4,000 Water Truck					
15	Paver – Various Sizes					

Total (exclusive of NMGRT)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

(1) They are the _____ of _____ the

Bidder that has submitted the attached Bid Proposal;

(2) They are fully informed respecting the preparation and contents of the attached Bid Proposal and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2026.

NOTARY PUBLIC

My Commission Expires _____

APPENDIX A
ACKNOWLEDGEMENT OF RECEIPT
Heavy Equipment Lease, Rental, and Purchase Services
IFB No. 2026-0322-PW/JL

In acknowledgement of receipt of the Invitation 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 E.

The acknowledgement of receipt should be signed and returned to the Procurement Specialist Senior no later than close of business on **Friday, May 15, 2026**. Only potential bidders who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all bidder written questions and the County's written responses to those questions as well as Invitation for Bid addendums, 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 Bid.

Jack Love, Procurement Specialist Senior
Santa Fe County Purchasing Division
102 Grant Avenue
Santa Fe, NM 87501
Phone: (505) 986-6209
E-mail: jalove@santafecountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“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.

“Prospective contractor” means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

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 box below:

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

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

“In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veteran’s 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 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 _____, 2026.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D EQUIPMENT SPECIFICATIONS

Santa Fe County Public Works Department, Road Maintenance Division requires heavy equipment to support roadway maintenance, drainage improvements, emergency response, snow removal, and other County operations throughout Santa Fe County.

Any use of specific names and/or model numbers in the attached specifications is not intended to restrict any bidder, seller, or manufacturer, but is included solely for the purpose of indicating the type, size, quality, and performance of materials, products, services, or equipment considered best adapted to the use of Santa Fe County.

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

A. GENERAL SPECIFICATIONS FOR ADDITIONAL EQUIPMENT

1. All equipment listed in Bid Sheets No. 1, 2, and 3 that is not specifically detailed in this Appendix shall meet or exceed the following minimum requirements.
2. Equipment shall be commercial-grade, heavy-duty, and suitable for municipal/public works operations.
3. All equipment shall be in good operating condition and comply with all applicable federal, state, and local safety regulations.
4. At a minimum, equipment shall meet the following general requirements:
 - a. Diesel-powered or manufacturer standard for the equipment type, with adequate horsepower for the size/class listed.
 - b. Cab: Enclosed cab with heating and air conditioning, where applicable.
 - c. Controls: Manufacturer's standard controls consistent with industry practices.
 - d. Safety: Backup alarm, lighting, mirrors, and all required safety equipment.
 - e. Maintenance: Equipment shall be properly maintained and free of leaks or mechanical defects.
 - f. Tires/Tracks: Appropriate for intended use and terrain.
 - g. Compliance: Must meet OSHA, DOT, and all other applicable legal requirements where applicable.

B. EQUIPMENT CATEGORIES

1. The following equipment categories shall meet or exceed standard industry specifications for the size/class listed:
 - a. Motor Grader (12–14 ft blade)
 - b. Backhoe Loader (Standard)
 - c. Wheel Loader (2–3 yd bucket and 4+ yd bucket)
 - d. Skid Steer (Standard)
 - e. Track Loader (Compact)

- f. Mini Excavator (Under 10,000 lb)
 - g. Excavator (Mid Size and Large)
 - h. Bulldozer (Small and Large)
 - i. Dump Truck (10 yd and 16+ yd)
 - j. Water Truck (2,000–4,000 gallon)
 - k. Roller / Compactor (Smooth Drum and Padfoot)
 - l. Street Sweeper (Standard)
 - m. Telehandler (6,000 lb capacity or greater)
 - n. Crane Truck (As Available)
 - o. Generator / Light Tower (Portable)
2. All equipment provided under this IFB shall meet or exceed these requirements unless otherwise approved in writing by the County.

C. LOADER BACKHOE – LONG TERM LEASE

- 1. Engine: EPA approved diesel, electronic fuel injection, turbocharged, 91 SAE net horsepower or better.
- 2. Hood: Tilting hood (lockable).
- 3. Transmission: 4-speed forward and reverse power shuttle.
- 4. Fuel Tank: Minimum 30 gallon, locking cap.
- 5. Cab: Fully enclosed ROPS/FOPS cab with A/C, heater, suspension seat, safety belt.
- 6. Hydraulics: Minimum 38 GPM backhoe flow.
- 7. Loader Bucket: Heavy-duty general purpose bucket with bolt-on cutting edge.
- 8. Backhoe Bucket: 24 inch severe-duty bucket with rock teeth.
- 9. Operating Weight: 16,900 pounds as specified.

D. MOTOR GRADER – LONG TERM LEASE

- 1. Engine: EPA approved six-cylinder diesel, 183–215 SAE net horsepower or better.
- 2. Cooling System: Liquid cooled with extended-life coolant.
- 3. Transmission: Full power shift, 8 forward / 4 reverse.
- 4. Cab: Fully enclosed ROPS/FOPS cab with A/C, heater, adjustable seat.
- 5. Hydraulic System: Closed-center load sensing system.
- 6. Moldboard: Fourteen (14) foot single piece moldboard.
- 7. Ripper / Scarifier: Rear mounted hydraulic ripper / scarifier.
- 8. Operating Weight: 39,500 pounds as specified.

E. LOADER – LONG TERM LEASE

- 1. Engine: EPA approved six-cylinder diesel, 149 SAE net horsepower.
- 2. Exhaust: Vertical exhaust with muffler.
- 3. Transmission: Full power shift, minimum 4 forward / 3 reverse.
- 4. Cab: Fully enclosed pressurized cab with A/C, heater, suspension seat.
- 5. Bucket: General purpose quick coupler bucket, minimum 3 cubic yards.
- 6. Breakout Force: 20,000 pounds.
- 7. Operating Weight: 27,000 pounds without counterweights or ballast.
- 8. Safety Lighting: Rear LED strobes and light bar.

APPENDIX E
SANTA FE COUNTY PRICE AGREEMENT
FOR LEASE, SHORT-TERM RENTAL AND PURCHASE
OF HEAVY EQUIPMENT

THIS AGREEMENT is entered into this _____ day of _____, 2026, between **Santa Fe County** (the “County”), and _____ (the “Contractor”).

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

This Invitation for Bids may result in multiple awards. Santa Fe County reserves the right to enter into separate Price Agreements with one or more responsive and responsible bidders for some or all categories of equipment or services. No Contractor is guaranteed exclusive rights or any minimum quantity of work under this Agreement.

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 Contractor.
- D. “Price Agreement”** means this Agreement under which the County may obtain equipment rentals, leases, purchases, and related services through issued Purchase Orders.
- E. “Charges”** means payments due under this Agreement for rentals, leases, purchases, delivery, operators, or other authorized services.

2. GOODS TO BE PROVIDED

Purchase or Lease. Attachment A of this Price Agreement is the listing of prices for the individual items of heavy equipment and lease pricing, showing the term of the lease and the monthly costs.
Short Term Rentals. Attachment A of this Price Agreement contains a list of Rental Equipment and rental rates of daily, weekly or monthly.

- A. Goods Listed on Attachment A.** The County may issue Purchase Orders for the Lease or Rental 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 2026-0322-PW/JL.
- B. Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may lease or rent 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) will be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the item(s).
- C. Specifications.** The items furnished under this Price Agreement shall meet or exceed the specifications provided in this IFB# 2026-0322-PW/JL, including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement items(s).

D. Delivery and Billing Instructions.

1. The Contractor shall deliver the items and services in accordance with the County's instructions. The Contractor 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 Contractor all related documentation furnished by the Contractor shall also be returned.
3. A Using Department will inform the Contractor within five (5) business days that a deliverable is unacceptable by the Using Department.
4. The Contractor shall bear all risk of loss or damage with respect to returned equipment except for loss or damage directly attributable to the negligence of the County.
5. Unless otherwise agreed upon by the County, The Contractor 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 Contractor. In the event of failure of the Contractor to deliver in accordance with its requirement, the Contractor shall be liable to the County for liquidated damages in the amount of \$100.00 per day the item(s) are delivered late.

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

3. PAYMENT

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

- A. Inspection.** Final inspection and acceptance of all items and services ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Contractor '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 Contractor, within thirty (30) days from the receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Using Department gives notice of rejection within the specified time period, the items will be deemed to have been accepted.
- C. Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
- D. Lease / Rental and Late Charges.** In consideration of equipment and services provided under this Agreement, County shall pay Contractor 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 by the County to the Contractor.
 2. Contractor shall submit a written request for payment to County at the conclusion of each month of possession by County of the equipment following certification of that equipment.
 3. Within thirty (30) days of the issuance of a written request for payment, County shall tender payment for the leased or rented equipment used by County.

4. In the event County fails to tender payment within thirty (30) days of written request for payment, County 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 Contractor breaches this Lease, County may, without penalty, withhold any payments due Contractor for the purpose of set-off until such time as County 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 County 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 Contractor's sole responsibility and must be reported under the Contractor'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 Contractor with written evidence of such exemption(s).

4. TERM

This Price Agreement shall not become effective until approved in writing by all parties. The term of this Agreement shall be as defined in the Invitation for Bids, Section 4 – Contract Time. There shall be no automatic renewal of this Agreement.

5. END OF TERM / RETURN OF EQUIPMENT

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

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

6. CANCELLATION

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

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 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.
- C. Return of Equipment Upon Cancellation or Termination. Termination of the Price Agreement also results in termination of any leased or rented equipment in the County's possession. In the event of such early termination, as reflected in this section, County shall immediately cease all use of equipment and shall immediately make arrangements with the Contractor or its designee to return the equipment to any designation within the continental United States (US) designated by the Contractor. Any expenses or risks associated with returning equipment to Contractor shall be borne solely by County if termination was for convenience. Such equipment shall be in good repair in the same condition as when received by County, 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 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.

9. ASSIGNMENT

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

10. NON-COLLUSION

In signing this Price Agreement, the 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.

11. 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.

12. 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.

13. CONDITION OF PROPOSED ITEMS

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

14. SCOPE OF AGREEMENT, MERGER

This Price Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this Price Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Price Agreement. Additional terms and conditions mutually agreed upon by the parties may be incorporated into this Price Agreement as an addendum.

15. COMMERCIAL WARRANTY

The Contractor agrees that the items furnished under this Price Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such items, and that its rights and 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. Contractor 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 CONTRACTOR'S WARRANTIES

To the extent permitted and so long as no event of default has occurred and is continuing, Contractor hereby assigns to County, 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.** County shall have the right to take any action appropriate to enforce such warranties provided such enforcement is pursued in County's name and at its expense. In the event County is precluded from enforcing any such warranty in its name, Contractor, as owner of the equipment, shall upon County's request, take reasonable steps to ensure such warranties as costs to be borne by Contractor.
- B.** All equipment covered by this Lease shall conform to the specifications, samples, or other descriptions furnished or adopted by the County, and shall be merchantable, fit for the purpose

for which it is leased or rented, of best quality and workmanship and free from all defects. All equipment delivered, pursuant to this Lease, shall conform to standards established for such goods and delivery in accordance with any applicable federal, state, or local laws and regulations.

17. INSURANCE OF EQUIPMENT

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

18. 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 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 Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor 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 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-Contractor. 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.

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 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 \$1,050,000 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 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.

25. CHOICE OF LAW

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

26. INVALID TERM OR CONDITION/SEVERABILITY

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

27. ENFORCEMENT OF AGREEMENT

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

writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

28. SURVIVAL

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

29. NOTICES

Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the County:

Santa Fe County Public Works
Road Division
P.O. Box 276
Santa Fe, NM 87504-0276

To the Vendor:

<ENTER NAME AND ADDRESS OF CONTRACTOR>

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

SANTA FE COUNTY

Justin S. Greene, Chair
Santa Fe County Board of Commissioners

Date

APPROVED AS TO FORM

Walker Boyd
Santa Fe County Attorney

Date

CONTRACTOR

Signature

Date

Print Name and Title