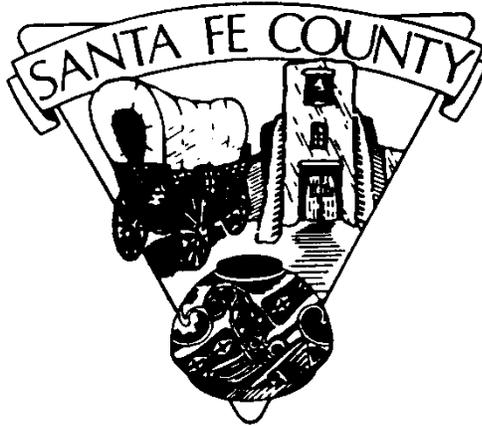


**SANTA FE COUNTY
CORRECTIONS DEPARTMENT**



**KITCHEN EQUIPMENT FOR SANTA FE
COUNTY ADULT DETENTION FACILITY**

IFB NO. 2019-0113-CORR/MM

FEBRUARY 2019

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ADVERTISEMENT FOR BIDS

**SANTA FE COUNTY INVITATION FOR BID
IFB NO. 2019-0113-CORR/MM
KITCHEN EQUIPMENT FOR SANTA FE COUNTY ADULT DENTITION FACILITY**

The Santa Fe County is requesting bids for the purpose of procuring the purchase and installation of new kitchen equipment. 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 must be received by 2:00PM., on Tuesday, March 5, 2019 at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (2nd Floor), Santa Fe, NM 87501.** By submitting a bid for the requested services each firm is certifying that its bid is in compliance with regulations and requirements stated within the IFB package.

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

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

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

Santa Fe County
Purchasing Division
Publish – February 10 & 11 2019

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, as specified in these Bid Instructions:

Mailing Address:

Santa Fe County Purchasing
Attn: Maricela Martinez
PO Box 276
Santa Fe, NM 87504-0276

Hand Delivery and Courier:

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

3. Bids shall be complete and submitted in a sealed container and be clearly marked with the words: **Sealed Bid Enclosed, Bid No. 2019-0113-CORR/MM, Kitchen Equipment for Santa Fe County Adult Detention Facility.**
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

A potential Bidder should hand-deliver, return by facsimile or e-mail the "Acknowledgement of Receipt Form" provided as “Appendix A” to have its name and firm 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 **February 19, 2019**. 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 predicated 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:** The Correction's payment to the vendor will be issued within thirty (30) days after receipt of the firm's proper and acceptable invoice(s) by Santa Fe County.
6. **Applicable Taxes:** Prices offered are 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 awarded Contractor fails to meet material provisions of the order, and except as otherwise provided herein, to hold the awarded Contractor liable for any excess costs associated with the contractor's default. The awarded 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 Maricela Martinez, Procurement Planner Analyst, Santa Fe County Purchasing Division at 142 West Palace Ave., Second Floor, Santa Fe, NM, 87501, by email at mcmartinez@santafecountynm.gov or via fax at (505) 989-3243, and to be given consideration must be received at least ten (10) working days prior to the date fixed for the receipt of bids.
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 or Offeror 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 **\$2,000** 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. Bid Security in form of checks will be returned after a contract has been executed.
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 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. **Sustainable Resource Management Principles**: All submitted bid documents must 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.**"

Any bid that does not adhere to these requirements may be deemed nonresponsive and rejected on that basis.

32. **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.

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>

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 equipment and 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 or provided 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 equipment and 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 or as stated in the purchase order 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.

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INSTRUCTIONS FOR BIDDERS

Santa Fe County Adult Detention Facility is requesting bids for the purchase and installation of new

kitchen equipment for the Santa Fe County Adult Detention Facility as listed below in accordance with the specifications and other contract documents prepared by Santa Fe County.

1. **LOCATION AND DESCRIPTION OF WORK:** The work under this Price Agreement is located within Santa Fe County. The work shall consist of providing, delivering and installing new kitchen equipment at the Santa Fe County Adult Detention Facility.

All bids shall be in the form of unit pricing as per items listed in the bid forms. All bids shall include all permits, destination fees and installation charges. However, 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.

2. **EXAMINATION OF BIDDING DOCUMENTS:** Before submitting a bid, each bidder shall (a) examine the bidding documents thoroughly, and (b) familiarize himself with federal, state and local laws, ordinances, rules and regulations affecting performance of the work. The submission of a Bid constitutes representation by bidder that bidder has complied with every requirement of this section and that the contract documents are sufficient in scope to indicate and convey understanding of all terms and conditions for performance of the work.

3. **SUBCONTRACTORS, SUPPLIERS AND OTHERS:**

- A. A bidder must identify in writing to the County those portions of the work that it proposes to subcontract and after the Notice of Award, may only subcontract other portions of the work with the County's written consent.
- B. Any subcontractor who will be providing more than \$5,000.00 for any service must be listed on the Subcontract Listing.

4. **PERMITS:** It is the responsibility of the bidder and each subcontractor to obtain permits and inspections required by the County or the State of New Mexico Construction Industries Division or any other entity that may have jurisdiction over the supply and installation of the requested equipment and services.

5. **BID FORM:**

- A. The Bid Forms are included in the bidding documents; additional copies may be obtained from the Santa Fe County Purchasing Division. 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 office 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, his title must appear under his 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).
- 6. **QUALIFICATION OF BIDS:** All bidders and subcontractors must have a valid New Mexico Contractor's License or other license appropriate to the installation work herein specified.
 - 7. **SUBMISSION OF BIDS:** Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in a sealed container, marked with the project title, name and address of the bidder, N.M. License Number, and accompanied by the list of subcontractors and other required documents. All blanks must be filled in.
 - 8. **BID OPENING PROCEDURE:** The person or persons opening the bids shall review the bids for the following:
 - A. Copy of Bidder or qualifying Subcontractor New Mexico Contractor's License
 - B. Bid Proposal Form, Acknowledgement of Addenda, if any
 - C. Bid Form
 - D. Bid Sheets
 - E. Sub-Contractor Listing - \$5,000.00 threshold
 - F. Campaign Contribution Form

IF ANY OF THESE REQUIREMENTS HAVE NOT BEEN MET, THE BID SHALL BE DISQUALIFIED AND CONSIDERED A NON-RESPONSIVE BID. ANY DISQUALIFIED BIDS WILL NOT BE READ.

- 9. **BIDS TO REMAIN OPEN:** All bids shall remain open for ninety (90) days after the day of the bid opening.
- 10. **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.
- 11. **ADDENDUM:** Each addendum shall be made a part of the contract documents to the same extent as though contained in the original documents and itemized listing thereof. Each bidder shall acknowledge receipt of each addendum in the space provided on the bid proposal form.
- 12. **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.

13. **QUANTITIES:** The County does not guarantee any specific quantities will be ordered under the Price Agreement.
14. **POWER OF ATTORNEY:** Attorneys in fact who sign bonds must attach certified effective copies of their Power of Attorney to all bonds.
15. **PROTEST PROCEDURE:** Any bidder, offeror, or contractor who is aggrieved in connection with the procurement may protest to the County Purchasing Director. 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 Purchasing Office upon request.

16. **COMPETITIVE SEALED BIDS.** Contracts solicited by competitive sealed bids shall require that the bid amount exclude applicable New Mexico Gross Receipts Taxes or applicable local option taxes, but that the County shall be required to pay the applicable taxes, including any increase in the applicable tax which becomes effective after the date the contract is entered into. The applicable Gross Receipts Tax shall be computed and shown as a separate amount on the Bid Proposal and on each request for payment made under the contract.
17. **FAILURE TO EXECUTE CONTRACT.** Failure to return the signed Contract with acceptable Contract Bonds and Certificate of Insurance within ten (10) calendar days after the date of the Notice of Award shall be just cause for the cancellation of the award. The award may then be made to the next lowest responsible Bidder, or the work may be re-advertised under contract or otherwise, as the Owner may decide.
18. **CONTRACTOR'S QUALIFICATION STATEMENT.** Bidder to whom award of a Contract is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of personal property described in the Bidding Documents and form of Statement of Bidder's Qualifications.
22. **OPERATIONS AND MAINTENANCE MANUALS:** At the completion of the project the Contractor shall submit to the Purchasing Division two (2) copies of a three ring binder with all warranties, maintenance information, names and phone numbers of contacts for all services and maintenance and operation instructions for all systems and items within this phase of construction if applicable.
23. **SUBCONTRACTOR PERFORMANCE AND PAYMENT BOND.** A subcontractor whose work to be performed on a public works building project is fifty thousand dollars (\$50,000) or more shall submit a performance and payment bond in the amount of the work they are to perform on the project. These bonds will be submitted within the stated (10) calendar days after the date of the Notice to Award.

SPECIFICATIONS

Objective Description: Santa Fe County is issuing an Invitation for Bids for the purchase and installation of new kitchen equipment for Santa Fe County Adult Detention Facility.

Scope of Work

Santa Fe County administers and operates the Adult Correctional Facility which is in need of new commercial kitchen equipment.

The Contractor shall:

- A. Disconnect and remove the old kitchen equipment, install and connect the new kitchen equipment in accordance with the manufacturer's instructions. The removal and installation of the kitchen equipment shall include all parts and labor, including all electrical and gas connections.
- B. Assume full responsibility for material, workmanship and quality of the new kitchen equipment and in the event of defect or error, contractor shall immediately replace the kitchen equipment, at no cost to the County.
- C. Provide installation labor and parts directly associated with the installation tasks and must dispose of all materials associated with this project while relocating those items that will be kept by Santa Fe County.
- D. Provide any necessary protective coverings needed to protect existing adjacent finishes. Should damages occur the contractor shall restore all existing adjacent finishes to their original pre-existing conditions.
- E. Maintain all work areas in a neat and workmanlike manner.
- F. Provide all clean-up for its operations and control of all debris associated with the removal and install. All debris shall be removed from the work areas and disposed of at an approved waste disposal site before the end of each work cycle. The owner's trash container for the building shall not be used for the disposal of the construction debris.
- G. Perform all work in accordance with all applicable National and State of New Mexico Building Codes and the National Electric Code (NEC).
- H. Possess the appropriate licensure issued by the State Construction Industries Division to cover the type of work described above.
- I. Obtain any and all permits and/or certifications required by all appropriate regulatory agencies for the work performed for any equipment installed. It is the Contractor's responsibility to research permitting and regulatory requirements and obtain any and

all permits, certifications or other regulatory approvals/requirements prior to installation of equipment. This may include but is not limited to any engineered systems, building codes, construction permits and product warranties or certifications. Copies of all permits must be submitted to Santa Fe County prior to start of work.

- J. Be responsible for the entire performance whether or not subcontractors are used. Santa Fe County will make payments only to the prime Contractor. Subcontractors require the same licensing and insurance coverage as the prime Contractor.
- K. Be required to complete a Security Clearance and Background Check, for all employees and subcontractors and must be obtained prior to the commencement of any work at the facility. The Contractor must keep required security clearances for workers assigned to perform the work for this project prior to their arrival on site and through the duration of this project. The Corrections Department reserves the right to deny any employee of the contractor, should the employee be in violation of any criteria required for the security clearance. Santa Fe County Corrections will obtain and maintain the security clearances.
- L. Comply with the Corrections Department rules and regulations. The Corrections Department reserves the right to escort any or all employees of the contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or well-being of the facility. Inappropriate behavior by the contractor, its employees or subcontractors shall immediately cancel this contract. Any employee of the contractor found in violation of any law, while on the Department's property, will be prosecuted.
- M. Abide by the tool and/or equipment inventory requirement and shall be provided to the facilities prior to the start of any work. A space shall be provided to secure tools and/or equipment along with proper parking for unloading said tool and/or equipment followed by proper parking while work is in progress.

Contractor agrees

Determination of error and/or unacceptability shall be the responsibility of the Santa Fe County and such determination and/or judgment shall be final.

The price quoted in the bid represents the fixed price to be paid by the County for the item and service provided. The contractor providing said item and service to the County is responsible for payment of all costs of labor, equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to complete the work provided. The price quoted herein includes an amount sufficient to cover the installation cost.

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

BID PROPOSAL

**SANTA FE COUNTY
IFB NO. 2019-0113-CORR/MM
KITCHEN EQUIPMENT FOR SANTA FE COUNTY ADULT DETENTION FACILITY**

To Santa Fe County, State of New Mexico, Owner:

In compliance with the Instruction for Bidders and Bidding Instructions and in strict conformance with the Contract Documents, _____, hereinafter called the Bidder, organized and existing under the laws of the State of New Mexico as a _____(type of business or legal entity), hereby proposes to perform all the WORK required for the delivery and installation of new kitchen equipment at the Santa Fe County Adult Detention Facility located in Santa Fe County, New Mexico.

The undersigned declares that the only person or parties interested in the proposal as principals are those named herein; that the proposal is made without collusion with any person, firm or corporation; that he has carefully examined the specifications, including special provisions, if any, and that he is to furnish all the necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials specified in the manner and the time prescribed; that he understands that there are no guaranteed quantities and that it is willing to perform any increased or decreased quantities of work at unit price bid.

The undersigned proposes to guarantee all work performed under these plans, specifications and contract for one year after acceptance by the County and repair and maintain same until the date of acceptance by Santa Fe County.

Signature-Title

(Corporate Seal)

Corporate Name

Address

City, State, Zip Code

Names of individual members of firms or names and titles of all officers of Corporation.

Corporation organized under the laws of the State of _____

Bidder or qualifying Subcontractor NM Contractor’s License No. _____

NM Department of Workforce Solutions,
Public Works Labor Enforcement Fund
Registration Number:

[THIS SPACE LEFT INTENTIONALLY BLANK]

BID FORM
SANTA FE COUNTY
CONTRACTING AGENCY AND OWNER

FROM: _____ hereinafter called "Bidder".

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

hereinafter called "CONTRACTING AGENCY",

BID FOR: **SANTA FE COUNTY**
KITCHEN EQUIPMENT FOR SANTA FE
COUNTY ADULT DETENTION FACILITY
PROJECT: **IFB NO. 2019-0113-CORR/MM**

Purchasing Division:

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

- A. Advertisement for Bids
- B. Bid Instructions
- C. General Terms and Conditions
- D. Supplemental Terms and Conditions
- E. Instructions for Bidders
- F. Specifications
- G. Bid Proposal Form
- H. Bid Form
- I. Bid Sheets
- J. Sub-Contractor Listing - \$5,000.00 threshold
- K. Acknowledgement of Receipt Form
- L. Campaign Contribution Form
- M. Sample Price Agreement

Therefore, the Bidder hereby proposes to furnish all items and supervision, technical personnel, labor, materials, tools appurtenances, equipment, and services (including all utility and transportation services) required to complete the installation of the Kitchen Equipment at the Santa Fe County Adult Detention Facility, in accordance with the above listed documents.

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern). Bidder has provided unit prices for the scope of work. All Addenda pertaining to this Project, shall be acknowledged by the Bidder in the spaces provided below:

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

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

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

- This Bid Proposal contains the following:
- A. Bid Proposal Form
 - B. Bid Form
 - C. Bid Sheets
 - D. Sub-Contractor Listing - \$5,000.00 threshold
 - E. Acknowledgement of Receipt Form
 - F. Campaign Contribution Form
 - G. Sample Price Agreement

Respectfully submitted:

Name of Bidder:

Official Address:

By: _____
(Signature)

Title: _____

Date: _____

Telephone No. _____

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

New Mexico CRS Number: _____

BID SHEET

Please offer your best price, for each item as outline below. **The Bidders shall complete the following bid sheets in full, for Bid No. 2019-0113-CORR/MM, including signature at the bottom as stated.** Be advised that award may be made without discussion with Bidders on offers received.

Bid Item #1 Commercial Grade Gas Griddle (Correctional option if available)

Natural Gas
 1” Chrome Plate
 Thermostatic controls w/ multiple temperature knobs
 *Like or Equal to Star 872TCHSA

Bid Item #2 Commercial Grade Food Warmers (Correctional option if available)

All Outer Stainless Steel
 All Electric, 208-240V/60Hz/1Ph
 46 cubic feet
 Full height doors
 Wire shelves
 Exterior thermometer
 *Like or Equal to Air Model No. PH2-1S

Bid Item	Unit	Quantity	Article and Description	Bid Make	Bid Model	Unit Price	Bid Amount
1	EA	1	Commercial Grade Gas Griddle *Correctional option if available				
2	EA	3	Commercial Grade Food Warmer *Correctional option if available				
Total Bid Amount Written in Numbers				Total Bid Amount Written in Words			

** PRICES MUST INCLUDE ITEM, PARTS, LABOR, INSTALLATION INCLUDING ELECTRICAL, PLUMBING CONNECTIONS AND THE REMOVAL OF THE OLD KITCHEN EQUIPMENT*

ALL PRICING IS EXCLUSIVE OF GROSS RECEIPTS TAX (GRT)

Bidder’s Name & Title: _____

Bidder’s Phone: _____ **Email Address:** _____

Signature of Authorized Bidder’s Agent: _____

SUBCONTRACTOR LISTING

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

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

**APPENDIX A
SANTA FE COUNTY
INVITATION FOR BID NO. 2019-0113-CORR/MM
KITCHEN EQUIPMENT FOR SANTA FE COUNTY ADULT DETENTION FACILITY
ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BIDS FORM**

In acknowledgement of receipt of this Invitation for Bids the undersigned agrees that he/she has received a complete copy, beginning with the title page, and ending with Appendix C.

The acknowledgement of receipt should be signed and returned to the Procurement Manager by **Tuesday, February 19, 2019**. Only Bidders that return this form in a timely manner will receive copies of any addenda issued to this IFB.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NO.: _____

FAX NO.: _____

E-MAIL ADDRESS: _____

MAILING ADDRESS: _____

DELIVERY ADDRESS: _____

By: _____ Date: _____
 (signature)

Name: _____
 (printed)

Title: _____

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

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

APPENDIX B CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation

expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

APPENDIX C
SAMPLE AGREEMENT

**SAMPLE
SANTA FE COUNTY
PRICE AGREEMENT
FOR PURCHASE AND INSTALLATION OF
COMMERCIAL KITCHEN EQUIPMENT**

THIS AGREEMENT is made and entered into by and between Santa Fe County, New Mexico, a New Mexico political subdivision, (hereinafter “**County**”) and _____, authorized to do business in the State of New Mexico, (hereinafter “**Contractor**”).

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

- A. “**County**” shall mean the County of Santa Fe, New Mexico
- B. “**Using Department or Department**” shall mean a Department, Commission or Board 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 supply and install specified kitchen equipment to a Using Department which issues a Purchase Order.
- E. “**Price**” means the fixed rates and prices paid by the County and its Departments for the delivery and installation of certain kitchen equipment that is the subject of this Price Agreement and as specifically described in Attachment A.

2. GOODS TO BE PROVIDED

- A. **Purchase.** Attachment A of this Price Agreement are the prices for the Contractor’s services and deliverables. Attachment A also indicates all the specifications included in the prices for all new items and services that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the services and items listed on Attachment A. Any item ordered by the County must be a listed item and service described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement (No. 2019-0113-CORR/MM).
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the items and services listed on Attachment A on an as needed basis. No guarantee or warranty is made or implied that any order for any definite quantity will 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 and services furnished under this Price Agreement shall meet or exceed the specifications provided in the Information for Bidders, IFB No. 2019-0113-CORR/MM including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement item(s), number(s) and prices.
- E. **Delivery Instructions, Late Delivery and Installation Liquidated Damages; Acceptance and Return of Items.**

1. The Contractor shall provide with each item delivered an invoice listing the order number and Price Agreement number.
2. The Contractor shall deliver items ordered by the County no later than fourteen (14) calendar days of the date of the Contractor's receipt of a Purchase Order. Any requested installation of items shall be completed within thirty (30) calendar days from the date the item is delivered to the requested site. Unless otherwise agreed to or waived by the parties, any item or service not delivered or completed within the times stated herein will be considered late delivery or late performance.
3. Timely delivery and installation of the items are of the essence in the performance of this Price Agreement. Because damage or costs incurred by the County or its Using Departments due to late delivery and installation of an item(s) cannot be accurately assessed, Contractor agrees to pay as liquidated damages to the County \$100 per day that an item(s) is delivered or installed late based on the delivery and installation times described in Paragraph 2 above.
4. Whenever the Department does not accept any item and returns it to the Contractor, all related documentation furnished by the Contractor shall also be returned.
5. The Department will inform the Contractor within five (5) business days that a delivered item(s) is unacceptable by the Department.
6. Prices listed in Attachment A, for each item, shall be the fixed prices and rates for the items and services.

F. Warranties and Operating Manuals

1. Contractor warrants that the items and services provided under this Price Agreement are covered by the most favored commercial warranties the Contractor gives to any customer for such items and services. The Contractor shall not disclaim any warranties of fitness for a particular purpose or warranty of merchantability.
2. For all items provided, delivered and/or installed by Contractor, Contractor shall furnish a written warranty for workmanship and parts and service for a minimum period of one (1) year from the date of delivery and/or installation. Contractor's installation shall include prompt follow-up service by the Contractor for items delivered and/or installed.
3. For all item(s) provided, delivered and/or installed by Contractor, upon delivery and/or installation of item(s) the Contractor shall furnish the County and the County Purchasing Division with a set of all operating manuals, warranty information, maintenance instructions and the names and phone numbers of contacts for all services and maintenance information.

3. 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 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 Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

- C. Workers' Compensation Insurance. If applicable, Contractor shall comply with the provisions of the Workers' Compensation Act.
- D. Increased Limits. If, during the life of this 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.

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

- A. **Inspection.** Final inspection and acceptance of a delivered item(s) 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 items and service if they meet specifications and are as ordered by the Department. No payment shall be made for any item until the item has been accepted in writing by the Using Department. Unless otherwise agreed upon, between the Department and the Contractor within thirty (30) days from the delivery and receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of any item(s) or service. Unless the Using Department gives notice of partial acceptance or rejection within the time specified in Paragraph 2 above, the items and services 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. Full payment for all accepted items and services will be issued by the County. No payment under this Agreement shall be conclusive evidence of the Contractor's performance of the Price Agreement, either wholly or in part. No payment made by the County shall be construed as an acceptance of defective or unacceptable items or service and shall not relieve the Contractor from correcting any defects or curing any unacceptable items or service. Should any such circumstances become evident, the County shall have the right, notwithstanding acceptance and payment, to cause the properly working new items to be delivered or installed by the Contractor at the Contractor's expense.
- E. **Contractor to Replace Defective items** Any item delivered by Contractor that is deemed defective in that the item(s) does not meet the specifications shall be timely replaced by the Contractor at no cost to the County.
- F. **Taxes.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item on each invoice. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and county tax identification number(s).

If the Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor written evidence of such exemption(s).

5. 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 one year from the Effective Date.

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 service 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 Agreement.
- C. The Contractor may be excused from performance if the Contractor's failure to perform 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.
- F. It shall not be considered a cancellation of this Price Agreement if the County determines that due to emergency circumstances, the County must order items from another source.

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 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.

8. 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.

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

10. NON-COLLUSION. In signing this 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 Agreement.

11. RECORDS. During the term of this Agreement and for three (3) years thereafter, the Contractor shall maintain detailed records pertaining to the items delivered and service 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 Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

12. 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 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.

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

14. 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.

15. SCOPE OF AGREEMENT, MERGER. This 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 Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. 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.

17. 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.

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

19. NEW MEXICO TORT CLAIMS ACT. No provision of this 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.

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

21. CHOICE OF LAW. This 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 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 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 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 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 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 Agreement: Delivery & Billing Instructions; Records and Audit; Indemnification; Applicable Law; and Survival.

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

To the County:
Santa Fe County
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276

To the Contractor:

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

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

SANTA FE COUNTY

Katherine Miller
Santa Fe County Manager

Date

APPROVED AS TO FORM

R. Bruce Frederick
Santa Fe County Attorney

Date

FINANCE DEPARTMENT:

Erika D. Thomas
Interim Finance Director

Date

CONTRACTOR

Signature

Date

Print Name and Title