

**SANTA FE COUNTY  
PUBLIC WORKS DEPARTMENT**

**INVITATION FOR BIDS**



**IFB NO. 2018-0286-PW/MAM**

**PURCHASE & DELIVERY OF  
SIGNS, ALUMINUM SIGN BLANKS  
& HISTORIC MARKERS**

**OCTOBER 2018**

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**ADVERTISEMENT**

**SANTA FE COUNTY  
INVITATION FOR BIDS**

**IFB# 2018-0286-PW/MAM  
PURCHASE & DELIVERY OF  
SIGNS, ALUMINUM SIGN BLANKS & HISTORIC MARKERS**

Santa Fe County is requesting bids for the purchase and delivery of signs, aluminum sign blanks and historic markers to be used county-wide. Bids may be held for ninety (90) days subject to all action by the County. Santa Fe County reserves the right to reject any and all bids in part or in whole. A completed bid package shall be submitted in a sealed container indicating the IFB title and number along with the bidder's name and address clearly marked on the outside of the container. **All bids must be received by 2:00 PM on Tuesday, November 6, 2018, at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, NM 87501.** By submitting a bid for the requested services/items each bidder certifies that its bid complies with the requirements stated within this Invitation for Bid.

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

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

Invitation for Bid packages will be available by contacting Michelle A. Marmion, Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, NM 87501, or by telephone at (505) 992-6753, or by email at [mmarmion@santafecountynm.gov](mailto:mmarmion@santafecountynm.gov) or on our website at [http://www.santafecountynm.gov/services/current\\_solicitations](http://www.santafecountynm.gov/services/current_solicitations)

Santa Fe County  
Purchasing Division  
Published: October 7 & 8, 2018

**BID INSTRUCTIONS**

1. All bids shall be submitted on the Santa Fe County “Invitation for Bids” forms provided herein.
2. All bids must be received no later than **2:00 PM (MDT) on Tuesday, November 6, 2018** at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Bokum Building, Second Floor), Santa Fe, NM 87501.

Hand Delivery or by Courier:

Michelle A. Marmion  
Santa Fe County Purchasing Division  
142 W. Palace Avenue (Second Floor)  
Santa Fe, New Mexico 87501  
Telephone Number (505) 992-6753

3. Bids must be submitted in a sealed envelope or container and be clearly marked with the words: **Sealed Bid Enclosed, IFB# 2018-0286-PW/MAM**. Bids that are not submitted in a sealed envelope or container will not be accepted.
4. Filing time marked or stamped on the sealed envelope or container by the Santa Fe County Purchasing Division shall be the official time of receipt of the bid.
5. All bids shall remain sealed until the date and time specified in the “Advertisement” on Page 2 of this bid package.
6. To preclude possible errors and/or misinterpretations, bid prices shall be affixed in ink, legibly written or typed. In case of discrepancy, amounts stated in words shall govern.
7. Acknowledgement of Receipt Form

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

The procurement distribution list will be used for the distribution of written responses to questions and any IFB amendments.

8. Campaign Contribution Disclosure Form

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

## GENERAL TERMS & CONDITIONS

1. **Bid Modification and Withdrawal:** After bid opening, no modifications of bids shall be permitted. A Bidder alleging a material mistake of fact after the opening of bids may be permitted to withdraw its bid upon written request prior to contract award. Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purposes of correction and/or change. Such modifications shall be properly identified and signed or initialed by the Bidders authorized representative or agent. Resubmission of the modified bid must be received within the specified time of bid opening in order to be considered.
2. **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 Scope of Work, Specifications or supplemental agreement, if applicable, prepared by Santa Fe County.
4. **Delivery:** Time is of the essence for purposes of this solicitation. All damages resulting from late delivery of goods or services shall be the responsibility of the bidder.

All items bid or services are to be delivered F.O.B. Santa Fe County, at a site to be determined by the County at the time a purchase order is released, except specifically set forth herein. In the event of failure of the bidder to deliver in accordance with this requirement, the bidder shall be liable to the County for late delivery liquidated damages in the amount of \$100.00 each day the materials and services are delivered late.

5. **Payment Terms:** Santa Fe County has a period of net thirty (30) days from acceptance of goods or services to pay the contractor.
6. **Applicable Taxes:** Bid prices offered by interested bidders are not to include applicable taxes. The County agrees to pay all applicable taxes where required. Santa Fe County is exempt from paying taxes on supplies and goods. The awarded bidder may request a non-taxable transaction certificate (NTTC) from the Purchasing Division.
7. **Estimated Quantities:** All bidders understand that any quantities stated in this IFB are estimated quantities and those actual quantities may vary. Santa Fe County assumes no liability in the event actual requirements do not equal the stated estimated quantities. Actual purchases by the County for materials and/or services stated in this IFB are contingent upon available funding.
8. **Inspection and Acceptance:** Final inspection and acceptance of materials will be made by the County at the point of delivery. Non-conforming materials shall be rejected by the

County and shall be removed by the bidder at its own risk and expense promptly upon notification of the non-conformance.

9. **Warranties**: The bidder agrees that the goods and/or services furnished under this IFB shall be covered by most favored commercial warranties the bidder gives to any customer for such goods and/or services and that the rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause in any resulting order. The bidder agrees not to disclaim warranties of fitness for a particular purpose and warranty of merchantability.
10. **Invoice Requirements**: The 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 (include extended totals)
  - Complete descriptions of goods and/or services rendered
  - Separate invoices shall be issued for each completed shipment, project or phase of services
11. **Rights to Cancel**: The County reserves the right to cancel all or any part of any resulting order without cost to the County if the contractor(s) fails to meet material provisions of the order, and except as otherwise provided herein, to hold the contractor(s) liable for any excess costs associated with the contractor's default. The awarded contractor(s) shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the contractor. Such causes include, but are not restricted to, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the County can determine that the goods or services to be supplied by the subcontractor were obtainable from other sources in sufficient time to meet the required delivery schedule. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to other rights provided under applicable laws.
12. **Bidders Certification**: In submitting a bid, the bidder certifies that it has not directly or indirectly entered into actions that may restrict open and effective competition for items subject to this IFB by the County.
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 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 to function as indicated in the specifications. The awarded bidder shall be responsible for ensuring that goods and/or services offered meet or exceed the stated criteria.

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

17. **Interpretation of Meaning:** No interpretation of the meaning of the specifications or other documents will be made to any bidder orally. Each request for interpretations shall be in writing to Michelle A. Marmion, Santa Fe County, Purchasing Division at 142 W. Palace Avenue, Second Floor, Santa Fe, NM, 87501, through e-mail at [mmarmion@santafecountynm.gov](mailto:mmarmion@santafecountynm.gov) or via fax at (505) 989-3243, and to be given consideration must be received at least seven (7) working days prior to the date fixed for the receipt of bids.
18. **Communication:** Direct communication with the County, 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 bidder to receive any such addenda or interpretations shall not relieve such bidder from any obligation under their bid as submitted. **All addenda so issued shall become part of the contract documents and shall be acknowledged by the bidder on the bid sheet hereto attached.**
20. **Brand Names and Model Numbers, if applicable:** Specifications in this IFB are not meant to be restrictive, but descriptive. Specifications contained herein reflect the minimum acceptable standards and are not intended to restrict competition. No substitute specifications may be included. Exceptions may be made only if required to match existing equipment, or conform to pre-existing conditions which preclude mismatch of sizes, styles or color. Substitutions which would require additional delivery time, expense or modifications of the original design may be rejected.

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 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 its responses and include the pertinent details regarding the change. In the event the item has been discontinued, the bidder will be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.
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 Section 13.1.110 NMSA 1978, of the State Procurement Code.
25. **Collusion:** No bidder shall submit more than one bid in response to this IFB. Collusion among bidders or the submission of more than one bid under different names by any firms or individual shall be cause for rejection of all bids in question without consideration.
26. **Protest Procedure:** Any bidder who is aggrieved in connection with procurement may protest to the County Procurement Manager as set forth in Board of County Commissioners Resolution No. 2006-60. A copy of Resolution No. 2006-60 is available upon request.
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 under the Public Records Act.
28. **Bid Security:** Bid Security in the amount of **two hundred dollars (\$200.00)** shall accompany the bid. Security may be in the form of a certified check or bank cashier's check made payable to Santa Fe County or a bid bond issued by a surety licensed to conduct business in the State of New Mexico, or other surety in form satisfactory to the County. The Bid Security of the successful bidder will be retained until the bidder has executed the Agreement, whereupon the bid security will be returned. If the bidder fails to execute and deliver the Agreement within ten (10) days of Notice of Award, the County may cancel the Notice of Award and the Bid Security of that bidder will be forfeited. **The Bid Security of any bidder whom the County believes to have a reasonable chance of receiving the**

**award may be retained by the County until either the seventh day after the executed Agreement is delivered by the County to the Contractor and the required Contract Security is furnished, or the sixty-first day after the bid opening, whichever is earlier. Bid security of other bidders will be returned within thirty (30) days of the bid opening.**

Bid Security in the form of checks, except the Bid Security of the two lowest bidders, will be returned immediately following the opening and checking of the bids. The retained Bid Security of the unsuccessful of the two lowest bidders, if in the form of a check, will be returned within fifteen (15) days following the award of contract. The retained Bid Security of the successful bidder, if in the form of a check, will be returned after a satisfactory contract bond has been furnished and the contract has been executed. Bid Securities in the form of Bid Bonds will be returned only upon the request of the unsuccessful bidder, but will be released by the County Purchasing Agent after the Notice to Award is sent by the County.

29. **Insurance Requirements:** At a minimum upon execution of the Agreement between the County and the contractor, the contractor shall furnish to the County, Certificates of Insurance naming Santa Fe County as an additional insured on the insurance coverage set forth in the terms and conditions of the Service Agreement.
30. **Bribes, Gratuities and Kickbacks:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for code violations. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kick backs.
31. **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.
32. **Living Wage:** Contractor shall comply with the requirements of the Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).
33. **Preferences in Procurement:**

**A. *New Mexico In-state Preference.***

New Mexico law, Section 13-1-21 et seq., NMSA 1978, provides a preference in the award of a public works contract for an “**in-state resident business**”. Application of a resident business preference requires the bidder to provide a copy of a valid and current certification as a resident business. Certificates are issued by the State Taxation and Revenue Department.

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

Certification by the Department of Taxation and Revenue takes into consideration such activities as the business' payment of property taxes or rent in the state, and payment of unemployment insurance on employees who are residents of the state.

**OR**

**B. *New Mexico Resident Veteran Preference.***

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

A bidder who wants the veteran business preference to be applied to its bid is required to submit with its bid the certification from the Department of Taxation and Revenue and the sworn affidavit attached hereto as Appendix D.

If a bidder submits with its bid a copy of a valid and current veteran resident business certificate, the bidder's bid will be deemed to be 10%, 8% or 7% lower than the bid actually received, depending on the business' annual revenue.

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

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

Additional information about obtaining the certificate as a resident contractor and resident veteran contractor 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 responsive service to the County. Bidders must be in a position to offer the lowest cost/highest effectiveness, completely meeting all established state and federal regulations or exceeding the minimum specifications contained herein. When additional equipment (components) are required to complete a bid package which is not usually supplied by the Bidder, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the bidder. All bidders may be required to include references from three (3) or more places of business that these items were sold to.
3. **Inspection of Work (If Applicable):** Representatives of the Santa Fe County Purchasing Division shall have access, at any reasonable time, to the bidder's and manufacturer's facilities for the purposes of inspection during the agreement period, to inspect the facility during its normal working hours. The costs associated with such inspection trips shall be borne by the County.
4. **Payment or Acceptance Not Conclusive:** No payment made under this Agreement shall be conclusive evidence of the performance of the contract, either in whole or in part, and no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, and shall not relieve the Bidder from corrections of defects. The final acceptance shall not be binding upon the County or conclusive, should it subsequently develop the bidder had furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the County shall have the right, notwithstanding final acceptance and payment, to cause the services to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the bidder.
5. **Order of Preference:** In the event of conflict between the Bid Instructions, General Terms and Conditions, Supplemental Terms and Conditions, and the Service Agreement, the provisions of the Service Agreement shall prevail.
6. **Contract Terms and Conditions:** The contract between the County and the contractor shall follow the terms and conditions as stipulated throughout this Invitation for Bid. The County reserves the right to negotiate with a successful bidder terms and conditions in addition to those contained in this IFB. The contents of this IFB, as revised and /or supplemented, the successful contractor's bid, and any additional terms and conditions (if applicable) as negotiated shall be accepted by the County and the Contractor as the contractual documents.

Should the bidder object to any of the County's terms and conditions, as stipulated throughout this IFB, that bidder must propose specific alternative language. The County may

or may not accept the bidder's alternative language. Bidders must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

7. **Sufficient Appropriation**: Any contract awarded as a result of this IFB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
8. **Escalation Clause**: In the event of a product cost increase, an escalation request will be reviewed by the County on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.

Effective dates for increase will not be any sooner than thirty days from the date the written request is received by this office. To facilitate prompt consideration, all requests for price increase must include all information listed below:

- Price Agreement Item Number
- Current item Price
- Proposed New Price
- Percentage of Increase
- Mill/Supplier notification of price increase indicating percentage of increase including justification for increase.

If approved and accepted by the County the escalation increase will be terminated as soon as the market stabilizes.

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## SPECIFICATIONS

### 1. OBJECTIVE DESCRIPTION

Santa Fe County is issuing an Invitation for Bids for the purchase and delivery of signs, aluminum sign blanks and historic markers for the Public Works Department located at 424 NM 599, Santa Fe, N.M. 87506 to be used on county-wide.

The County reserves the right to award a “multiple source award” pursuant to NMSA 1978 section 13-1-153 to the bidder(s) submitting the lowest, responsive bid(s) meeting or exceeding specifications.

The successful bidder(s) will be awarded a four (4) year Price Agreement for a total contract term of four (4) years.

The prices quoted herein represent the total compensation to be paid by the County for goods and/or services provided. It is understood that the party providing said goods and/or services to the County is responsible for payment of all cost of labor, equipment, tools, materials, federal taxes, permits, licenses, fees and any other items necessary to complete the work provided. The prices quoted include an amount sufficient to cover such costs.

### METHOD OF AWARD

1. This Agreement may be awarded to one (1) or more vendors but not to exceed two (2) vendors per group. Each group of items shall be awarded based on unit price times the quantity of each item with all items of the group added together to determine overall low for that group.

Items will be awarded as follows:

- Items 1 thru 24 – Manufactured Signs
  - Items 25, 26, 27, 28– Aluminum Sign Blanks
  - Items 29 thru 35 – Historic Markers
  - Item 36 will be awarded on a one item basis
2. For a bid to be considered for award to a group, prices must be submitted for all items for that group. Failure to do so will result in the bid being deemed irregular and rejected from consideration for award to that group.
  3. Prices quoted shall include all labor and equipment necessary to complete the work.

### UTILIZATION OF VENDORS

1. The following procedure for the utilization of vendors shall be used on multiple source Price Agreements:

- a) The selection of a vendor from a multiple source Price Agreement to provide an item shall be based on the purchase order.
  - b) The County shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded vendor.
  - c) The vendor selected to provide requested items shall be the vendor providing items for the specific purchase order at the lowest overall cost to the County.
2. The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by Santa Fe County and quantities may be increased or decreased as necessary to meet actual field requirements. Santa Fe County does not guarantee any amount of work.

## SPECIFICATIONS

1. All bid items and materials shall meet (or exceed) the New Mexico Department of Transportation (NMDOT) Standard Specifications for Road and Bridge Construction Section 701, current edition, plus any Supplemental/Standard Specifications or memo's regarding Sign Requirements established by NMDOT.

Bidders who may not fully aware of these requirements and specifications are cautioned to become completely acquainted with them prior to bidding on this Price Agreement.

2. Standard Signs” are defined as regulatory and warning highway traffic signs in specified sizes referred to in the Manual on Uniform Traffic Control Devices (MUTCD) and assigned a code number.

Among signs numbered in the MUTCD that will not be considered “standard” signs are the following: M1-1; M1-6; M2-2, D1, 2, 3, 7, 10, 12 series; 1-1 & 3; E series; and CD series. Also considered “standard” signs for purposes of this Price Agreement will be any sign that can be silk screened where a quantity of fifty (50) or more identical signs are being ordered on a single order, or a lesser quantity when a previous purchase of fifty (50) or more have been ordered from the same vendor.

Reverse screened mile marker blanks will be considered “standard”.

The square feet of square, rectangular and triangular signs are to be calculated on actual square footage basis. The square feet for stop signs, school crossing and other irregular shaped signs are to be calculated using the widest and longest dimensions.

3. “Special Signs” are defined as guide signs that are intended and made for one (1) particular location or signs that do not qualify as “standard” signs or signs that are not otherwise specifically referenced by separate bid item in this Price Agreement.

Orders for special signs will include two (2) lines of the Price Agreement: The first line item will be for a standard sign with the appropriate substrate and sheeting and the

second line will be the per character line item for each letter and number to be placed on the sign.

Special signs may be manufactured using machine cut letters or digital printing.

4. Signs provided under this Price Agreement must be guaranteed by the sign manufacturer for a length of time not less than the life of the sheeting specified by the sheeting manufacturer.
5. All items provided under this Price Agreement must comply with all applicable requirements of the Manual on Uniform Traffic Control Devices (MUTCD).

#### SHIPPING, PACKING AND INVOICING

1. All signs ordered shall be delivered on sturdy pallets in an upright position, so as not to damage sheeting material, with strapping material for ease and safety of off-loading with forklift or moving with pallet jack.
2. Signs shall be separated using liner paper to eliminate sticking and damage to sheeting material.
3. All deliveries shall be F.O.B. Destination. Destination shall mean delivered to the receiving dock of the Santa Fe County Public Works Department located at 424 NM 599, Santa Fe, N.M. 87506 or other point specified in the purchase order.
4. Timely delivery for all orders is an important component of the Price Agreement. The vendor shall provide written notice to the County as soon as possible should the vendor anticipate not being able to meet the stated delivery times.
5. Santa Fe County assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by Santa Fe County.
6. The vendor shall enclose a packing list with each shipment listing the order number, price agreement number and the item number. The County's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing list.
7. All sign unit prices should reflect all freight charges. The vendor may impose shipping and handling charges for enhanced delivery services (overnight courier service, second-day courier service or delivery-by-messenger service). Such enhanced delivery charges shall be pre-paid by the vendor and billed as separate item at actual cost. The vendor shall advise the procuring department of any enhanced delivery charges prior to the acceptance of the purchase order.
8. Whenever Santa Fe County does not accept any product and returns it to the vendor, all related documentation furnished by the vendor shall be returned also. The department

will inform the Vendor within five business days that a deliverable is unacceptable by the department.

9. The vendor shall bear all risk of loss or damage with respect to the returned products except for loss or damage directly attributable to the negligence of the department.
10. Unless otherwise agreed upon by the department, the vendor is responsible for the pick-up of the returned items.
11. The vendor's invoice shall be submitted duly certified and shall contain the following information: purchase order number, description of supplies or services, quantities, unit price and extended totals.
12. Separate invoices shall be rendered for each and every complete shipment. Invoices shall be submitted to the County department named on the purchase order.

#### COMMERCIAL WARRANTY

The vendor agrees that the supplies and/or services furnished under this order shall be covered by the most favorable commercial warranty the Vendor gives to any customer for such supplies or services.

**BID FORM**

Project: Purchase and Delivery of Signs, Aluminum Sign Blanks & Historic Markers

IFB# 2018-0286-PW/MAM

Bidder Information:

This Bid is submitted to:

Name:

**Santa Fe County Purchasing Division**

Address:

**142 W. Palace Ave. (2<sup>nd</sup> Floor)  
Santa Fe, New Mexico 87501  
Attn: Michelle A. Marmion**

Having read the Santa Fe County Bid Instructions and General Terms and Conditions and examined the specifications sheet(s) for the Invitation for Bids reference **IFB #2018-0286-PW/MAM** we hereby submit the attached firm offer for which will remain open for a period not to exceed ninety (90) days in accordance with all terms and conditions represented in this solicitation for:

**PURCHASE AND DELIVERY OF SIGNS, ALUMINUM SIGN BLANKS & HISTORIC MARKERS**

Signature:

Name (typed or printed):

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

Resident Preference Number: \_\_\_\_\_  
(Attach copy of Resident Preference Certificate to Bid)

Business License Number: \_\_\_\_\_  
(Attach copy of Business License to Bid)

Campaign Contribution Disclosure Form:  
(Complete, sign & attach to Bid)

List three references, including names and phone numbers:  
(Attach listing of references to Bid)

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

( ) Include Bid Security in the amount of **\$200.00**

**BID SHEETS**

**IFB #2018-00286-PW/MAM  
PURCHASE AND DELIVERY OF  
SIGNS, ALUMINUM SIGN BLANKS & HISTORIC MARKERS**

Please offer your best price for all bid items based on the unit price indicated below to include all costs for labor, equipment, tools, materials, federal tax, permits, licenses, fees, freight and any other items necessary to complete the services.

<b>Item</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Article and Description</b>	<b>Unit Price \$</b>	<b>Unit Price Written in Words</b>
1	5	SF	Signs, standard, aluminum .080" thickness, Type IV prismatic lens sheeting		
2	5	SF	Signs, standard, aluminum .125" thickness, Type IV prismatic lens sheeting		
3	1	SF	Signs, standard, aluminum .063" thickness, Type VIII prismatic lens sheeting		
4	5	SF	Signs, standard, aluminum .080" thickness, Type VIII prismatic lens sheeting		
5	5	SF	Signs, standard, aluminum .125" thickness, Type VIII prismatic lens sheeting		
6	1	SF	Signs, standard, aluminum .063" thickness, Type IX prismatic lens sheeting		
7	5	SF	Signs, standard, aluminum .080" thickness, Type IX prismatic lens sheeting		
8	5	SF	Signs, standard, aluminum .125" thickness, Type IX prismatic lens sheeting		
9	1	SF	Signs, standard, aluminum .063" thickness, florescent Type VIII prismatic lens sheeting		

<b>Item</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Article and Description</b>	<b>Unit Price \$</b>	<b>Unit Price Written in Words</b>
10	4	SF	Signs, standard, aluminum .080" thickness, florescent Type VIII prismatic lens sheeting		
11	5	SF	Signs, standard, aluminum .125" thickness, florescent Type VIII prismatic lens sheeting		
12	1	SF	Sign, standard, aluminum .063" thickness, florescent Type IX prismatic lens sheeting		
13	4	SF	Signs, standard, aluminum, .080" thickness, florescent Type IX prismatic lens sheeting		
14	5	SF	Signs, standard, aluminum .125" thickness florescent Type IX prismatic lens sheeting		
15	16	EA	SF Signs, Standard, Aluminum, .125" thickness florescent Type IX prismatic lens sheeting Special		
16	10	SF	Protective overlay film applied to sign face, solvent and graffiti resistant transparent film (decals indicating presence of film to be applied to back of sign)		
17	10	SF	Protective overlay film applied to sign face, solvent, graffiti and UV resistant transparent film (decals indicating presence of film to be applied to back of sign)		

<b>Item</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Article and Description</b>	<b>Unit Price \$</b>	<b>Unit Price Written in Words</b>
18	20	SF	Signs, interstate shields, Type VIII or IX prismatic sheeting .125" thickness aluminum, Type of sheeting to be indicated at time of order		
19	25	SF	Signs, state route markers with red Zia symbol of road, Type VIII or IX prismatic		

			sheeting on .125" thickness aluminum, numbers and type of sheeting to be indicated at time of order (6" Letter or Smaller)		
20	20	SF	Signs, aluminum, street name signs Type IV or IX prismatic sheeting .125" thickness aluminum, back to back included, type of sheeting to be indicated at time of order. (6" Letter or Larger)		
21	20	SF	Signs, aluminum street name signs.080" thickness, multi-colored signs Type IV, VIII or IX prismatic sheeting, type of sheeting to be indicated at time of order		
22	20	SF	Signs, aluminum .125" thickness, multi-colored signs, Type IV, VIII or IX prismatic sheeting, type of sheeting to be indicated at time of order		
23	25	SF	Aluminum sign blanks .080" thickness cut to specified size, with specified corner radius and holes		
24	25	SF	Aluminum sign blanks, .125" thickness cut to specified size, with specified corner radius and holes		

<b>Item</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Article and Description</b>	<b>Unit Price \$</b>	<b>Unit Price Written in Words</b>
25	15	SF	Recycled material sign blanks with specified corner radius and hole locations, not to exceed 48"		
26	30	EA	Signs, Historical marker text plates, 36"x 41" reverse screened brown on white (not cut out applied letters will be accepted), Type IV, VIII or IX prismatic screening, type of sheeting to be indicated at time of order		

27	30	EA	Signs, Historical marker map plates, 36" x 41" reverse screened brown on white, Type IV, VIII or IX prismatic screening, not to include creation of artwork for map plates provided by NMDOT, type of sheeting to be indicated at time of order		
28	35	EA	Artwork for creation of historical marker map plate		
29	35	EA	Sign frames, historical marker as per NMDOT specification, stained pine		
30	35	EA	Head boards, shaped with routed Zia symbol & lettering, stained pine		
31	45	SF	Signs, routed redwood, 2" nominal thickness, 6.8 lbs. per sq. /ft.		
32	46	SF	Signs, routed redwood, 1" nominal thickness, 4.0 lbs. per/sq. ft.		

<b>Item</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Article and Description</b>	<b>Unit Price \$</b>	<b>Unit Price Written in Words</b>
33	47	SF	Silk screen printing frames, press-ready for standard highway traffic signs cost per square foot of image area only. Sturdy 2 x 4 redwood frames included. Compatible and durable for use with metalist M & M MP-52 medallion semiautomatic silk screen printer. Polyester 180 hi-fylon yellow Swiss materials for printing black or transparent ink or reflective sheeting pre-mounted on plywood & aluminum panels. Materials to be air stretched and stapled		

			with cloth tape, liquid screenstar film or equal. Silk screen material to be durable and capable of being washed in xylene MEK bath for re-use. 3M 639 tape shall be applied to well area of screen for reinforcement of polyester. Federal MUTCD sign code, sign size, screen size and image positioning on screen as designated at time of order. Delivery to be included in unit bid price.		
--	--	--	--	--	--

*All bid items are exclusive of NM Gross Receipts Tax*

BID SUBMITTED BY:

COMPANY NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

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

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

**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT FORM**

**PURCHASE AND DELIVERY OF  
SIGNS, ALUMINUM SIGN BLANKS & HISTORIC MARKERS**

**IFB# 2018-0286-PW/MAM**

An Acknowledgement of Receipt Form should be signed and submitted to the Purchasing Division no later than **October 18, 2018** by close of business. Only Bidders who elect to return this completed form, with the intention of submitting a bid, will receive copies of the County's written responses as well as IFB Addenda, if any are issued.

BIDDER: \_\_\_\_\_

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

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

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

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

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

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

The above name and address will be used for all correspondence related to the IFB. Bidder does / does not (CIRCLE ONE) intend to respond to this IFB.

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

## APPENDIX B

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

The following definitions apply:

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

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office.

“Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By:	_____
Relation to Prospective Contractor:	_____
Name of Applicable Public Official:	_____
Date Contribution(s) Made:	_____ _____
Amount(s) of Contribution(s)	_____ _____
Nature of Contribution(s)	_____ _____
Purpose of Contribution(s)	_____ _____

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

**APPENDIX C**

**Resident Veterans Preference Certification**

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

**Please check one box only:**

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

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

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

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

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

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

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

\*Must be an authorized signatory of the Business.

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

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

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NOTARY PUBLIC

My Commission Expires:

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## APPENDIX D

### SANTA FE COUNTY INDEFINITE QUANTITY PRICE AGREEMENT WITH \_\_\_\_\_ FOR THE PURCHASE & DELIVERY OF SIGNS, ALUMINUM SIGN BLANKS & HISTORIC MARKERS

**THIS AGREEMENT** is made and entered into by and between Santa Fe County, New Mexico, a New Mexico political subdivision, (hereinafter “**County**”) and \_\_\_\_\_, located at \_\_\_\_\_ 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 of Santa Fe County.
- C. “**Purchase Order**” shall mean a fully executed Purchase Document issued by the County Purchasing Department that specifies the items to be provided by the Contractor.
- D. “**Price Agreement**” means this indefinite quantity Price Agreement which requires the Contractor to provide signs, aluminum sign blanks and historic markers to a Using Department which issues a Purchase Order.
- E. “**Price**” means the fixed prices paid by the County and its Departments for signs, aluminum sign blanks and historic markers as described in Attachment A.

#### 2. GOODS TO BE PROVIDED

- A. **Purchase.** Attachment A of this Price Agreement is the prices for the Contractor’s delivery of signs, aluminum sign blanks and historic markers. Attachment A also indicates any specifications required for the items that are subject of this Price Agreement.
- B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items listed on Attachment A. Any item ordered by the County must be an item described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement #2018-0286-PW/MAM.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the items listed on Attachment A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of items be issued under this Price Agreement. Quantities of items may vary and the Contractor is required to accept the Purchase Order and furnish the item(s).
- D. **Specifications.** The items furnished under this Price Agreement shall meet or exceed the specifications provided in the Information for Bidders, IFB# 2018-0286-PW/MAM including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement item(s) and price(s).

**E. Delivery and Billing Instructions.**

1. The Contractor shall deliver the items in accordance with the County's instructions. The Contractor shall also deliver, with the items ordered, an invoice listing the order number and the Price Agreement number.
2. Whenever, the Department does not accept any deliverable and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.
3. The Department will inform the Contractor within five business days that a deliverable is unacceptable by the Department.
4. Prices listed in Attachment A, for each item, shall be the fixed prices for the items.

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

- A. Inspection.** Final inspection and acceptance of a deliverable shall be made by the Using Department.
- B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the items and deliverables meet specifications and will accept the items or deliverables if they meet specifications. 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 or deliverables, the Using Department shall issue a written certification of complete or partial acceptance or rejection of any item or deliverable. Unless the Using Department gives notice of partial acceptance or rejection within the time specified in Paragraph 2 above, the item or deliverables will be deemed to have been accepted.
- C. Issuance of Orders.** Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.
- D. Payment.** County shall pay Contractor on an invoice received from Contractor within thirty (30) days from the date the County approves the invoice.
- E. Taxes.** Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item on each invoice. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and county tax identification number(s). If the Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Contractor written evidence of such exemption(s).

**4. TERM OF THIS AGREEMENT.** This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement shall be one (1) year from the Effective Date. The County reserves the option to renew the Agreement for three (3) additional years for a total contract term of four (4) years.

**5. CANCELLATION.**

- A. The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the 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-contractors due to any of the above.
- E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor shall be liable for any excess costs incurred by the County that is associated with such default.

**6. TERMINATION.**

- A. For Convenience. Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to the Termination date of this Price Agreement. County will provide at least twenty (20) days prior written notice to the Contractor of the date of termination. Notice of Termination of this Price Agreement shall not affect any outstanding order(s) issued under this Price Agreement prior to the effective date of termination for convenience by the County.
- B. For Cause. Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within thirty (30) days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

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

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

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

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

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

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

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

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

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

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

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

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

**19. INSURANCE.**

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.

C. Worker’s Compensation Insurance. The Contractor shall comply with the provisions of the Worker’s Compensation Act.

D. Increased Limits. If, during the life of this Price Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

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

**21. CHOICE OF LAW.**

A. 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.

B. Contractor shall comply with the requirements of *Santa Fe County Ordinance 2014-1 Establishing a Living Wage.*

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

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

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

**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 Price Agreement. The carrier for mail delivery and notices shall be the agent of the sender.

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

**SANTA FE COUNTY**

\_\_\_\_\_  
Katherine Miller  
Santa Fe County Manager

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

\_\_\_\_\_  
R Bruce Frederick  
Santa Fe County Attorney

\_\_\_\_\_  
Date

**FINANCE**

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

\_\_\_\_\_  
Date

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title