SANTA FE COUNTY
FIRE DEPARTMENT

INVITATION FOR BIDS

IFB No. 2027-0024-FD/BM

MEDICAL AND WELDING OXYGEN, SUPPLIES AND SERVICES

NM Commodity Code(s): 43092; 43048; 89571

November 2026

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ADVERTISEMENT

INVITATION FOR BIDS
IFB No. 2027-0024-FD/BM

Medical and Welding Oxygen, Supplies and Services

The Santa Fe County Fire Department is requesting bids for the purpose of procuring medical and welding oxygen, supplies and services for all Santa Fe County Regional Fire Stations. 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 Offeror's name and address clearly marked on the outside of the container. **All bids must be received by 2:00 PM MDT on Friday, December 4, 2026, at the Santa Fe County Purchasing Division, 102 Grant Avenue, Santa Fe, NM 87501.** By submitting a bid for the requested services/items each Bidder is certifying that its bid complies with regulations and requirements stated within the Invitation for Bid.

There will be no pre-bid conference. If you have any questions or concerning this IFB, please email Brandon Martinez at bimartinez@santafecountynm.gov , no later than **Friday, November 13, 2026.** An addendum will be issued on **Wednesday, November 18th, 2026** to those who submit an Acknowledgement of Receipt Form.

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 Brandon Martinez, Santa Fe County, Purchasing Division, 102 Grant Avenue, Santa Fe, NM 87501, or by telephone at (505)995-9551 or by email at bimartinez@santafecountynm.gov or on our website at Current Solicitations | Santa Fe County

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.

Santa Fe County
Purchasing Division
Publish November 1st and 2nd , 2026

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 **Friday, December 4, 2026**, at the Santa Fe County Purchasing Division, 102 Grant Avenue, Santa Fe, NM 87501.

   Hand Delivery or by Courier:
   Brandon Martinez, Procurement Specialist Senior
   Santa Fe County Purchasing Division
   102 Grant Avenue
   Santa Fe, New Mexico 87501
   Telephone Number (505) 995-9551

3. Bids must be submitted in a sealed envelope or container and be clearly marked with the words: **Sealed Bid Enclosed, IFB# 2027-0024-FD/BM** 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 or 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 **Wednesday, November 12, 2026.**

   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 and 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:** 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 shall be the responsibility of the bidder.

   All items bid 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 penalties in the amount of $100.00 per order each day the materials and services are delivered late.

   At the option of the County Purchasing Manager, the County may invoke the default provisions of this contract for late performance in addition to the liquidated damages referred to above.

5. **Payment Terms:** All successful Bidders for items/services bid shall be subject to the terms of net thirty (30) days after receipt of the firm's proper and acceptable invoice(s) by Santa Fe County.

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 for the term of the contractor purchase 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 appropriated 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 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 (include extended totals)
    - Complete descriptions of goods and/or services rendered
    - Separate invoices shall be issued for each completed shipment, project or phase as determined in any previous order for such goods and/or 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(s) fails to meet material provisions of the order, and except as otherwise provided herein, to hold the awarded 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 these 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 Brandon Martinez, Santa Fe County, Purchasing Division at 102 Grant Avenue, Santa Fe, NM, 87501, through e-mail at bimartinez@santafecountynm.gov , 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 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 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:** 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):** 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):** 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. **Resident Preference:** If a bidder wishes to be given preference in this procurement, it is required to submit its certificate or certificate number issued by the State Purchasing Agent with the bid prior to the bid submittal time and date deadline. Preference will not be given to a bidder who does not submit its certificate or certificate number that can be verified with the State Purchasing Office. The certificate must be under the bidder's business name as represented in its bid. The bidder's certificate must indicate whether the bidder is certified as a resident business, resident manufacturer, or New York State business enterprise. Application of preference by the County shall be provided as described at Section 13-1-21 (A)-(L) and Section 13-1-21.2 NMSA 1978, of the State Procurement Code.

25. **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.

26. **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.

27. **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.

28. **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.

29. **Bid Security:** Bid Security in the amount of $500.00 shall accompany the bid. Security may be in the form of a certified check or bank cashier's check made payable to Santa Fe County or a bid bond issued by a surety licensed to conduct business in the State of New Mexico, or other surety in form satisfactory to the County. The Bid Security of the successful bidder will be retained until the bidder has executed the Agreement, whereupon the bid security will be returned. If the bidder fails to execute and deliver the Agreement within ten (10) days of Notice of Award, the County may cancel the Notice of Award and the Bid Security of that bidder will be forfeited. **The Bid Security of any bidder whom the County believes to have a reasonable chance of receiving the award may be retained by the County until either the seventh day after the executed Agreement is delivered by the County to the Contractor and the required Contract Security is furnished, or the sixty-first day after the bid opening, whichever is earlier. Bid security of other bidders will be returned within thirty (30) days of the bid opening.**

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

30. **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.

31. **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.

32. **Number of Bids Accepted**: Bidders shall submit only one (1) bid in response to this IFB.

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SUPPLEMENTAL TERMS and CONDITIONS

1. **Intent of Specifications:** The following specifications are intended to describe the requirements by Santa Fe County. The County reserves the right to accept some minor variances in the approved goods and/or services offered by the bidders if such acceptance is determined to be in the best interest of the County.

2. **Qualified Bidders:** Bids may be accepted from vendors and/or factory authorized dealers who are able and willing to provide responsive service to the County. Bidders must be in a position to offer the lowest cost/highest effectiveness, completely meeting all established state and federal regulations or exceeding the minimum specifications contained herein. When additional equipment (components) are required to complete a bid package which is not usually supplied by the Bidder, such equipment shall be supplied by an authorized equipment supplier, but shall be the full responsibility of the Bidder. All Bidders may be required to include references from three (3) or more places of business that these items were sold to.

3. **Inspection of Work (If Applicable):** Representatives of the Santa Fe County Purchasing Division shall have access, at any reasonable time, to the Bidder's and Manufacturer's facilities for the purposes of inspection during the agreement period, to inspect the recording facility during its normal working hours. The costs associated with such inspection trips shall be borne by the County.

4. **Payment or Acceptance Not Conclusive:** No payment made under this Agreement shall be conclusive evidence of the performance of the contract, either in whole or in part, and that no payment made for the delivery of the items in whole or in part shall be construed as an acceptance of defective work or improper materials, and shall not relieve the Bidder from corrections of the defects. The final acceptance shall not be binding upon the County or conclusive, should it subsequently develop the Bidder had furnished inferior items or had departed from the specifications and/or the terms of the contract. Should such conditions become evident, the County shall have the right, not withstanding final acceptance and payment, to cause the services to be properly furnished in accordance with the specifications (and drawings, if any) at the cost and expense of the Bidder.

5. **Order of Preference:** In the event of conflict between the Bid Instructions, General Terms and Conditions, Supplemental Terms and Conditions, and sample price agreement, the Supplemental Terms and Conditions shall prevail.

6. **Contract Terms and Conditions:** The Contract between the County and the Contractor shall follow the Terms and Conditions as stipulated throughout this Invitation for Bid. The County reserves the right to negotiate with a successful Bidder Terms and Conditions in addition to those contained in this IFB. The contents of this IFB, as revised and /or supplemented, the successful contractor's bid, and any additional Terms and Conditions (if applicable) as negotiated shall be accepted by the County and the Contractor as the contractual 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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SPECIFICATIONS

1. CONTRACT OBJECTIVE:

The Santa Fe County Fire Department is seeking qualified vendors to provide medical and welding grade oxygen, supplies and services to all Santa Fe County Regional Fire Stations. The Santa Fe County Fire Region is made up of eight (8) fire stations located at the following addresses:

1. Pojoaque Station 1: 17919 Hwy 84/285, Pojoaque, NM 87506
2. Hondo Station 2: 645 Old Las Vegas Hwy, Santa Fe, NM 87505
3. La Cienega Station 1: 37 Rancho Viejo Blvd., Santa Fe, NM 87508
4. Agua Fria Fire Station 2: 6 Arroyo Calabasas, Santa Fe, NM 87506
5. Agua Fria Station 1: 58 County Rd 62, Santa Fe, NM 87507
6. SF County Fire Admin: 35 Camino Justicia, Santa Fe, NM 87508
7. Edgewood Station 1: 230 Hwy 344, Edgewood, NM 87015
8. Santa Fe County Fire Station 2: 31 Firehouse Rd, Espanola, NM 87532

2. SCOPE OF WORK:

Provision of medical and welding grade oxygen, supplies, maintenance and delivery services to all eight (8) Santa Fe County Regional Fire Stations as listed above. An authorized County representative will place an order for the specified fire station location. All deliveries should be completed within 48 hours of the placed order and to the location that the items/services are needed.

3. STORAGE CAPACITY AND ESTIMATED QUANTITIES

Currently all eight (8) fire stations have a max storage capacity to store 12 D Cylinders and 6 M Cylinders at each location.

Below are estimated quantities that include all (8) fire stations and their max capacity for storage. These estimated quantities are based on an annual basis, and can vary based on emergency call volumes, types of emergencies and other unforeseen events, etc.

- Oxygen D Cylinder (Medical Use) – 272 Cylinders Annually
- Oxygen M Cylinder (Medical Use) – 58 Cylinders Annually
- Oxygen M Cylinder (Welding Use) – 2 Cylinders Annually

BID FORM

Project: Medical and Welding Oxygen, Supplies and Services IFB No. 2027-0024-FD/BM

Bidder Information:

Name: _____

Address: _____

_____

_____

This Bid is submitted to:

Santa Fe County Purchasing Division
102 Grant Avenue
Santa Fe, New Mexico 87501
Attn: Brandon Martinez

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 No. 2027-0024-FD/BM** 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:

Medical and Welding Oxygen, Supplies and Delivery Services

Signature: _____

Name (typed or printed): _____

Title: _____

Firm Name: _____

Telephone: (____) _____

Fax: (____) _____

Federal ID or Social Security Number: _____

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

Business License Number: _____
(Attach copy of Business License to Bid)

(__) Bid Security, ($500)

(__) Liability Insurance (required)

(__) Received addenda #'s _____ and _____ and _____when issued.

BID SHEET
IFB No. 2027-0024-FD/BM
Medical and Welding Oxygen, Supplies and Services

Please offer your best price for all bid items listed below. All costs submitted must include all charges, rental fees, filling and delivery charges associated with the bid item . No added fees or minimum charges will be acceptable. **Include signature at the bottom as stated.** Be advised that award may be made without discussion with Bidders on offers received. Offers will be accepted until **2:00 PM MDT** on the bid due date specified.

Offeror's Organization Name: _____

#	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	WRITTEN PRICE
1	Oxygen D Cylinder (Medical)	1			
2	Oxygen M Cylinder (Medical)	1			
3	Oxygen M Cylinder (Medical)	1			
4	Acetylene	1			
5	Argon	1			
6	Mix 75% AR / 25% Co2	1			
RENTAL OF ITEMS		**QUANTITY**	**COST PER DAY**	**COST PER MONTH**	**WRITTEN PRICE**
8	Oxygen M Cylinder (Medical)	1			
9	Oxygen D Cylinder (Medical)	1			
10	Oxygen M Cylinder (Medical)	1			

DISCOUNTED ITEMS		DISCOUNT RATE	WRITTEN DISCOUNT RATE
11	WELDING SUPPLIES		

TOTAL BID AMOUNT: _____excluding GRT

BIDDER'S SIGNATURE: _____

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

Medical and Welding Oxygen, Supplies and Services
IFB No. 2027-0024-FD/BM

An Acknowledgement of Receipt Form should be signed and submitted to the Procurement Division (see contact information below). Only Bidders who elect to return this completed form, with the intention of submitting a bid, will receive copies of 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.

Brandon Martinez
Santa Fe County
Purchasing Division
102 Grant Avenue
Santa Fe, NM 87501
Telephone: (505)995-9551
Email: bimartinez@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

PRICE AGREEMENT BETWEEN SANTA FE COUNTY AND [Enter Vendor Name] FOR MEDICAL AND WELDING OXYGEN, SUPPLIES AND SERVICES

This Agreement is entered into this _____ day of _____ 2026, between **Santa Fe County,** a political subdivision of the state of New Mexico (the "County"), and **[Enter Vendor Name and Address]** (the Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

A. "County" means the County of Santa Fe, New Mexico.

B. "Using Department or Department" means a department, division, office or agency of Santa Fe County.

C. "Purchase Order" means a fully executed purchase document issued by the County Purchasing Division that specifies the items and services to be provided by the Contractor.

D. "Price Agreement" means this indefinite quantity Price Agreement which requires the Contractor to provide automotive vehicle parts, equipment, and tires to a Using Department which issues a Purchase Order.

E. "Price" means the discounted price or costs for automotive vehicle parts, equipment and tires paid by the County and its Departments as described in Attachment A.

2. GOODS TO BE PROVIDED

A. Purchase. Attachment A of this Price Agreement are the prices for the Contractor's provision of medical and welding oxygen, supplies and services. Attachment A also indicates any specifications required for the tangible goods 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 items listed on Attachment A. Any service ordered by the County must be a service or items described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement No.2027-0024-FD.

C. Quantities. It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the item(s) or 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 of item(s) or services will be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the item(s) or services.

D. Specifications. The item or services to be furnished under this Price Agreement must meet or exceed the specifications provided in IFB No. 2027-0024-FD including all Addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement items(s) or services(s).

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

A. Inspection. Final inspection and acceptance of a deliverable will be made by the Using Department.

B. Acceptance. In accordance with NMSA 1978, Section 13-1-158, the Using Department will determine if the items and deliverables meet specifications and will accept the items or deliverables if they meet specifications. No payment will 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 30 days from the delivery and receipt of items or deliverables, the Using Department must issue a written certification of complete or partial acceptance or rejection of any item or service. Unless the Using Department gives notice of rejection within the specified time period, the items will be deemed to have been accepted.

C. Issuance of Orders. Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.

D. Payment. The County will pay Contractor on an invoice received from Contractor within 30 days from the date the County approves the invoice.

E. Taxes. Applicable gross receipts taxes or local option tax(es) must 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 will 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 NM GRT or local option taxes for the transaction, the Using Department must provide the Contractor written evidence of such exemption.

4. TERM OF THIS AGREEMENT. This Price Agreement does not become effective until approved in writing by all the parties as shown by their signatures below (the Effective Date). The term of this Agreement is four years from the Effective Date. The term of this Agreement will not exceed four years total.

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 services fail to meet the specifications or requirements of this Price Agreement.

B. The failure of the Contractor to perform its obligations under this Price Agreement constitutes 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 determines 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 will 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 for convenience by the County, without penalty, at any time prior to the termination date of this Price Agreement. The County will provide at least 20 days prior written notice to the Contractor of the date of termination. Notice of termination of this Price Agreement will 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 will give the breaching party written notice specifying the breach and will afford the breaching party a reasonable opportunity to correct the breach. If, within 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 within 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 will 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 must be in writing and signed by the parties. Unless otherwise agreed to by the parties, an amendment will not affect any outstanding Purchase Order(s) issued, by the County, prior to the effective date of the amendment.

8. ASSIGNMENT. Contractor will 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 years thereafter, the Contractor will maintain detailed records pertaining to the items or services provided under this Price Agreement. These records will be subject to inspection by the Department, the County and State Auditor and other County authorities. The County has the right to audit billings both before and after payment. Payment under this Price Agreement will 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, will terminate upon written notice being given to the Contractor. The County's decision as to whether sufficient appropriations are available will be accepted by the Contractor and will 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 will 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 and understandings between the parties concerning the subject matter of this Price Agreement, and all such agreements and understandings have been merged into this Price Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Price Agreement.

15. NOTICE. The New Mexico Procurement Code, NMSA 1978, Section 13-1-28 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, divisions, agencies and employees harmless and will 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 will not be liable for any injury or damage as a result of any negligent act or omission committed by the County, Using Department(s), or 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.

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.

19. NEW MEXICO INSPECTION OF PUBLIC RECORDS ACT; INDEMNITY.

Contractor acknowledges that the County may be required to disclose certain of the Contractor's information or records that the Contractor's considers to be confidential under the New Mexico Inspection of Public Records Act, NMSA 1978, §14-2-1 ("IPRA"). If the County receives an IPRA request for information that the Contractor has designated as confidential, the County will notify the Contractor. The Contractor must respond within ten calendar days stating whether it contends that the records or information is exempt from disclosure, the legal basis for that position, and an affidavit supporting its contention. A designation of "confidential", "proprietary", or "trade secret" by the Contractor is not binding on the County, and the County may not withhold records solely because the Contractor labels them as such. The County reserves the right to require the Contractor to obtain judicial relief declaring the designated materials confidential and prohibiting

disclosure. If the Contractor fails to timely substantiate its claims of confidentiality, the County may proceed with disclosure as it deems appropriate under IPRA and applicable law.

If the County denies inspection of records at the Contractor's written request, the Contractor agrees to indemnify, defend, and hold harmless Santa Fe County and its elected officials, officers, employees, and agents from any claims, damages, liabilities, costs, attorney fees, or expenses arising from that denial.

20. INSURANCE.

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

B. General Liability Insurance, Including Automobile: The Contractor will maintain 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 will 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 must be named as an additional insured on the policy.

C. Worker's Compensation Insurance: The Contractor will 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, the Contractor will increase the maximum limits of the insurance required above.

21. APPLICABLE LAW. This Price Agreement will be governed by the laws of the State of New Mexico.

22. CHOICE OF LAW.

A. This Price Agreement will 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 will be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

B. Contractor will comply with the requirements of Santa Fe County Ordinance No. 2014-1 (Establishing a Living Wage).

23. 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, such invalidity will not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

24. ENFORCEMENT OF AGREEMENT. A party's failure to require strict performance of any provision of this Price Agreement does not waive or diminish that party's right to demand

strict compliance with that or any other provision. No waiver by party or any of its rights under this Price Agreement will be effective unless expressed and in writing.

25. SURVIVAL. The provisions of the following paragraphs will survive termination of this Price Agreement: Delivery and Billing Instructions; Records; Indemnification; Applicable Law; and Survival.

26. 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 will be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three business days after being mailed.

To the County:

Santa Fe County Fire Department
Attn:
424 NM Highway 599
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 will be the agent of the sender.

IN WITNESS WHEREOF, the parties have executed this Price Agreement as of the date of last signature by the parties.

SANTA FE COUNTY

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

ATTESTATION

_____ _____
Katharine E. Clark Date
Santa Fe County Clerk

Approved as to form:

_____ _____
Walker Boyd Date
Santa Fe County Attorney

CONTRACTOR –

_____ _____
Signature Date

_____
Print name and title