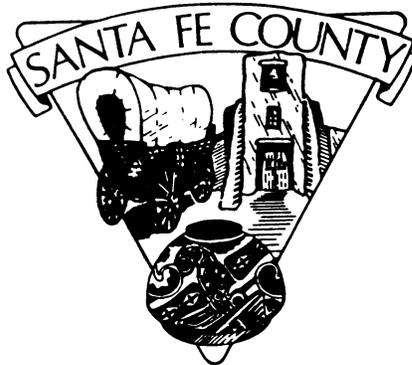


**SANTA FE COUNTY
FIRE DEPARTMENT**



**UNIFORMS FOR THE
SANTA FE COUNTY FIRE DEPARTMENT
INVITATION FOR BIDS
2018-0043-FD/IC**

SEPTEMBER 2017

UNIFORMS FOR THE
SANTA FE COUNTY FIRE DEPARTMENT
IFB 2018-0043-FD/IC

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ADVERTISEMENT

UNIFORMS FOR SANTA FE COUNTY FIRE DEPARTMENT IFB 2018-0043-FD/IC

Santa Fe County is requesting bids for the purpose of procuring Uniforms for the Santa Fe County Fire Department. Bids may be held for ninety (90) days subject to all action by the County. Santa Fe County reserves the right to reject any and all bids in part or in whole. A completed bid package shall be submitted in a sealed container indicating the bid title and number along with the bidding firm's name and address clearly marked on the outside of the container. **All bids and required samples shall be received by the deadline of 2:00 P.M., Monday October, 23, 2017, at the Santa Fe County Purchasing Division, 142 West Palace Avenue, Second Floor, Santa Fe, NM, 87501.** By submitting a bid for the requested materials and/or services each firm is certifying that their bid is in compliance with regulations and requirements stated within the Invitation For Bid package.

Invitation For Bid packages will be available by contacting Iris Cordova, Procurement Specialist Senior, icordova@santafecountynm.gov or Santa Fe County Purchasing Division, 142 West Palace Avenue, Second Floor, Santa Fe, New Mexico 87501, or (505) 986-6337 or on our website at: https://www.santafecountynm.gov/asd/current_bid_solicitations

PROPOSALS RECEIVED 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: September 25, 2017

Santa Fe County Bid Instructions

1. All bids shall be submitted on the Santa Fe County “Invitation for Bids” forms provided herein.
2. All bids must be received by the Santa Fe County Purchasing Division, 142 West Palace Avenue, second floor, **no later than 2:00 PM (MDT) on Monday October 25, 2017.**

Mailing Address :

Santa Fe County Purchasing Division
Attn: Iris Cordova
P.O Box 276
Santa Fe, NM 87504-0276

Hand Delivery and Courier :

Santa Fe County Purchasing Division
Attn: Iris Cordova
142 West Palace Avenue, Second Floor
Santa Fe, NM 87501

3. Bids must be submitted in a sealed envelope or container and be clearly marked with the words: **Sealed Bid Enclosed, IFB No. 2018-0043-FD/IC, Uniforms for the Santa Fe County Fire Department.** Bids that are not submitted in a sealed envelope or container will not be accepted.
4. Filing time marked or stamped on the sealed envelope by the Santa Fe County Purchasing Division shall be the official time of receipt of the bid.
5. All bids shall remain sealed until the date and time specified in the “Advertisement” on page two (2) of this bid package.
6. To preclude possible errors and/or misinterpretations, bid prices shall be affixed in ink, legibly written or typed. In case of discrepancy, amounts stated in words shall govern.
7. Acknowledgement of Receipt Form

A potential Bidder should hand-deliver, return by facsimile or e-mail the "Acknowledgement of Receipt Form" provided as “Appendix A” to have its name and firm placed on the procurement distribution list. The form should be legibly completed and signed by an authorized representative of the organization, dated and returned by close of business on **October 6, 2017.**

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

8. Campaign Contribution Disclosure Form

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

General Terms & Conditions

1. **Bid Modification and Withdrawal:** After bid opening, no modifications of bids shall be permitted. A Bidder alleging a material mistake of fact after the opening of bids may be permitted to withdraw its bid upon written request prior to contract award. Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purposes of correction and/or change. Such modifications shall be properly identified and signed or initialed by the firm’s authorized representative or agent. Resubmission of the modified bid shall be received within the specified time of bid opening to be considered.
2. **Method of Award, if applicable:** Santa Fe County reserves the right to award a “Multiple Source Award” pursuant to Section 13-1-153 NMSA 1978, to the bidder(s) submitting the lowest responsive bid(s) meeting or exceeding specifications and terms and conditions for those items.
3. **Notification of Award:** The successful Bidder(s) shall be notified in writing within five (5) working days of contract award. The successful Bidder(s) will be issued subsequent purchase order(s) for goods and/or services as predicated by the Statement of Work, Specifications or supplemental agreement, if applicable, prepared by Santa Fe County.
4. **Delivery:** Unless otherwise specified, all items bid are to be delivered to Santa Fe, NM at a site to be determined by the County, at the time the purchase order is released. (See Supplemental Terms and Conditions for Late Delivery Penalties).
5. **Payment Terms:** All successful Bidders for items bid shall be subject to terms of net thirty (30) days after receipt of the firm’s proper and acceptable invoice(s) by Santa Fe County.
6. **Applicable Taxes:** Prices offered are shall not include applicable taxes. Applicable taxes shall be specified as a separate line item and will not be included in the bid evaluation. The County agrees to pay all applicable taxes where required. Santa Fe County is exempt from paying taxes on supplies and/or goods. The awarded Bidder may request a non-taxable transaction certificate (NTTC) from the Purchasing Division.
7. **Estimated Quantities:** All Bidders understand that any quantities stated in this IFB are estimated quantities and that the actual quantities for the term of the contract may vary. Santa Fe County assumes no liability in the event actual requirements do not equal the stated estimated quantities. Actual purchases by the County for materials and/or services stated in this invitation are contingent upon available appropriated funding.

8. **Inspection and Acceptance:** Final inspection and acceptance of items will be made at the destination. Non-conforming units shall be removed by the contractor at its risk and expense promptly upon notification of the non-conformance.
9. **Warranties:** The Bidder agrees that the goods and/or services furnished under this invitation shall be covered by most favored commercial warranties the Bidder gives to any customer for such goods and/or services and that the rights and remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause in any resulting order. The Bidder agrees not to disclaim warranties of fitness for a particular purpose and warranty of merchantability.
10. **Invoice Requirements:** The awarded Contractor(s) invoice shall be submitted in triplicate duly certified and contain at a minimum the following information to be acceptable to the County:
- Purchase order number
 - Invoice number
 - Unit/Hourly/Discount prices with extended totals
 - Complete descriptions of goods and/or services rendered
 - Separate invoices shall be issued for each completed shipment, project or phase of services.
11. **Rights to Cancel:** The County reserves the right to cancel all or any part of any resulting order without cost to the County if the awarded Contractor fails to meet material provisions of the order, and except as otherwise provided herein, to hold the awarded Contractor liable for any excess costs associated with the contractor's default. The awarded Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the contractor. Such causes include, but are not restricted to, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the County can determine that the goods or services to be supplied by the subcontractor were obtainable from other sources in sufficient time to meet the required delivery schedule. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to other rights provided under applicable laws.
12. **Contractors Certification:** In submitting a bid, the Bidder certifies that it has not directly or indirectly entered into actions that may restrict open and effective competition for items subject to this IFB for by the County.
13. **Compliance with FCRA:** Bidders submitting bids shall be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.1979).
14. **Specifications:** The apparent silence of the specification as to any detail or apparent omission from them of detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail and only materials and workmanship of first quality are to be used.

15. **Rejection of Bids:** The County reserves the right to reject any and all bids in part or whole, to waive technicalities, make single or multiple awards without discussions with Bidders and to accept the offer it deems to be in the best interest of the Santa Fe County, giving due consideration to prices, quality of goods or services, distribution and delivery facilities available and time of delivery.
16. **Interpretation of Bid Specifications:** Technical expertise may be required to provide materials that will conform to all applicable federal, state and local standards and/or to function as indicated in these specifications. The contractor shall be responsible for ensuring that goods and/or services offered meet or exceed the stated criteria.

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

17. **Interpretation of Meaning:** No interpretation of the meaning of the specifications or other documents will be made to any bidding firm orally. Each request for interpretations shall be in writing addressed to Iris Cordova, Procurement Specialist, Senior, Santa Fe County Purchasing Division at 142 West Palace Ave., Second Floor, Santa Fe, NM, 87501 or via fax at (505) 989-3243, and to be given consideration must be received at least ten (10) working days prior to the date fixed for the receipt of bids.
18. **Communication:** Direct communication with the County technical representative or government sponsor of the requirement, other than through the aforementioned individual, may result in the elimination of the bidder's offer from consideration.
19. **IFB Corrections:** Any and all interpretations and supplemental instructions will be in the form of written addenda to the IFB which, if issued, will be e-mailed, faxed or other means determined by the County as reasonable to expedite this process to all prospective firms prior to the date fixed for the receipt of bids. A new bid opening schedule may be set to allow for modification and resubmission of bids. Failure of any bidding firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their bid as submitted. **All addenda so issued shall become part of the contract documents and shall be acknowledged by the Bidder on the bid sheet hereto attached.**
20. **Brand Names and Model Numbers:** Specifications in this invitation are not meant to be restrictive, but descriptive. Specifications contained herein reflect the minimum acceptable standards and are not intended to restrict competition. No substitute specifications may be included, exceptions may be made only if required to match existing equipment, or conform to pre-existing conditions which preclude mismatch of sizes, styles or color. Substitutions which would require additional delivery time, expense or modifications of the original design may be rejected.
21. **Item Description(s), if applicable:** All items on all pages of the specification are representative of the desired sizes and dimensions and as such are intended as guides to potential Bidders in the preparation of bids. Bids of equivalent items will be considered for award if (1) such items are clearly identified by manufacturer's name, brand, and model number, if any, in the offer; (2) descriptive literature or other such data is provided to show that the equivalent items are equal to the brand name;

and (3) the County determines such items to be equal in all material respects to the salient specifications of the products required.

22. **Compatibility or Brand Name(s) if applicable:** Bidders shall clearly indicate that it is offering an "equal" product unless the Bidder is offering the brand name product(s) referenced in the inquiry. Should any specified brands or models be listed incorrectly, discontinued or improved, the Bidder shall note such changes in their responses and include the pertinent details regarding the change. In the event the item has been discontinued, the Bidder will be allowed to propose comparable goods or services along with the necessary supplemental documentation supporting their position.
23. **Evaluation and Determination of Product(s):** The evaluation of bids and the determination as to equality of the product or service proposed shall be the responsibility of the County and will be based on information provided in the Bid and/or information reasonably available to the County.
24. **Two or more identical bids:** If two or more identical low bids are received, the County will apply the process described at Paragraph 17 of the Santa Fe County Purchasing Regulations and Section 13-1-110 NMSA 1978, of the State Procurement Code.
25. **Collusion:** No Bidder shall be interested in more than one bid. Collusion among bidders or the submission of more than one bid under different names by any firms or individual shall be cause for rejection of all bids in question without consideration.
26. **Protest Procedure:** Any Bidder or Offeror who is aggrieved in connection with a procurement may protest to the County Procurement Manager as set forth in Board of County Commissioners Resolution No. 2006-60. A copy of Resolution No. 2006-60 is available upon request.
27. **Consideration of Bids:** Bids received on time will be opened publicly and will be read aloud, and an abstract of the amounts of the Base Bids and Alternates or Bid Items, if any, will be made available to the Bidders. Each Bid shall be open to public inspection.
28. **Bid Security:** Bid Security in the amount of ***\$1,000*** shall accompany the bid. Security may be in the form of a certified check or bank cashier's check made payable to Santa Fe County or a bid bond issued by a surety licensed to conduct business in the State of New Mexico, or other surety in form satisfactory to the County. The Bid Security of the successful bidder will be retained until the bidder has executed the Agreement, whereupon the bid security will be returned. If the bidder fails to execute and deliver the Agreement within ten (10) days of Notice of Award, the County may cancel the Notice of Award and the Bid Security of that bidder will be forfeited. **The Bid Security of any bidder whom the County believes to have a reasonable chance of receiving the award may be retained by the County until either the seventh day after the executed Agreement is delivered by the County to the Contractor and the required Contract Security is furnished, or the sixty-first day after the bid opening, whichever is earlier. Bid security of other bidders will be returned within thirty (30) days of the bid opening.**

Bid Security in the form of checks, except the Bid Security of the two lowest Bidders, will be returned immediately following the opening and checking of the Bids. The retained Bid Security of the

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

- 29. **Insurance Requirements:** At a minimum upon execution of the Agreement between the County and the Contractor, the Contractor shall furnish to the County, Certificates of Insurance naming Santa Fe County for the insurance coverage set forth in the sample price agreement attached herein, if applicable.
- 30. **Notice:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kick backs.
- 31. **Sustainable Resource Management Principles:** All submitted bid documents must be double-sided pursuant to Santa Fe County Resolution 2013-7, Adopting Sustainable Resource Management Principles, Section 2.a Waste Reduction and Reuse: **All documents are to be double-sided, including those that are generated by outside entities using County funds and by consultants and contractors doing business with the County.”**

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

32. **Preferences in Procurement:**

A. New Mexico In-state Preference.

New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for an “in-state resident business”. Application of a resident business preference requires the Bidder to provide a copy of a valid and current certificate as a resident business. Certificates are issued by the state taxation and revenue department.

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

Certification by the department of taxation and revenue for the resident business takes into consideration such activities as the business or contractor’s payment of property taxes or rent in the state and payment of unemployment insurance on employees who are residents of the state.

OR

B. New Mexico Resident Veteran Preference.

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

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

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

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

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

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

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SUPPLEMENTAL TERMS & CONDITIONS

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

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

the alternative language. General references to the Bidder's terms and conditions or attempts at complete substitutions are not acceptable to the County and will result in disqualification of the Bidder's bid. Bidders must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

7. **Sufficient Appropriation**: Any contract awarded as a result of this IFB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

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GENERAL SPECIFICATIONS

Objective Description

Santa Fe County is issuing an Invitation For Bids for Uniforms for the Santa Fe County Fire Department with the intent to award a firm, fixed, indefinite quantity price agreement.

The County intends to award a two (2) year contract with the County. At its sole discretion, the County shall have the option to renew for an additional two (2) one (1) year terms not to exceed four (4) years duration to the bidder submitting the lowest, responsive bid that meets or exceeds uniform specifications.

Scope of Work

- Contractor shall supply patches, caps, long coats, trousers, gloves, shirts, T-Shirts, color brass, pants, belts, shorts, sweatpants, sweatshirts, jackets, the awarded contractor shall:
 1. Assume fully the responsibility for material, workmanship and uniformity of product hereunder and in the event of error, contractor shall immediately replace any and all caps, long coats, trousers, gloves, shirts, T-shirts, collar brass, badges, hat Pins, pants, belts, shorts, sweatpants, sweatshirts, and jackets at no cost to the County, in which supplier errors and/or defects shall have occurred. Determination of error and/or unacceptability shall be the sole responsibility of the Santa Fe County Fire Department and such determination and/or judgment shall be final.
 2. Assume full responsibility for:
 - a. Complete and uniform shrinkage of material,
 - b. Uniformity of color,
 - c. Quality of material,
 - d. **Reviewing all current SFCFD logos & patches prior to responding to this bid in order for bidder to be fully informed of the exact nature and requirements (Appendix E)**
- The contractor shall make arrangements for measurements of all Fire Department personnel within Santa Fe County. The prices stated in the bid document shall include all costs for hemming and any alterations (if necessary).
- All above mentioned items will be obtained from a national reputable manufacturer and no items shall be manufactured by the contractor. All items to have a manufacturer's tag attached.
- Contractor shall adhere to the requirements of these Specifications as to style, sizes, workmanship and character of tailoring.

BIDDERS SHALL PROVIDE SAMPLES OF EACH ARTICLE OF CLOTHING WITH THE BID, WHICH WILL BE RETURNED AFTER AWARD OF THE CONTRACT.

Cost of Delivery: All costs for uniforms including caps, long coats, trousers, gloves, shirts, T-Shirts, collar brass, badges, hat pins, pants, belts, shorts, sweatpants, and jackets shall include delivery costs.

Packaging for Shipment: Caps, long coats, trousers, gloves, shirts, T-shirts, collar brass, badges, hat pins, pants, belts, shorts, sweatpants, sweatshirts, and jackets shall be shipped in boxes suitable to protect against damage during shipment.

SPECIFICATIONS FOR UNIFORMS FOR SFC FIRE DEPARTMENT

1. Wool Ball Cap New Era #9110B (or equivalent)

Wool blend cap with reinforced front, cloth sweatband, eight (8) row stitched visor, embroidered eyelets. Hat must be made in the USA for consistency in dye and construction, Embroidered SFCFD in 1 ½” lettering (see Appendix E) will be placed on the front of the cap in the exact size and location of the official sample cap of the Department, and will be made with colorfast thread and bidders must warrant that their embroidery will be the same size, design, thread count, density and color as the official sample of the wool cap kept on file by the department.

Color: Navy

Size: Adjustable tab to accommodate small/medium (6-5/8 to 7-1/8), medium/large (7-1/8 to 7-3/4).

2. Poplin Ball Cap

Golf style cap, 5 panel, seamless front panel with buckram flap, matching color braid, six rows of stitching on visor, matching fabric under visor, and matching color terry cloth sweatband. Embroidered SFCFD in 1 ½” lettering (see Appendix E) will be placed on the front of the cap in the exact size and location of the official sample cap of the Department, and will be made with colorfast thread and bidders must warrant that their embroidery will be the same size, design, thread count, density and color as the official sample of the wool cap kept on file by the Department.

Color: Navy

Size: Matching fabric adjustable strap with Velcro or adjustable snap back to accommodate sizes 5/8 to 7 ¾.

3. Uniform Class “A” Dress Cap Bell Crown (Air Force style)

Air Force style frame, solid color cover, black solid soutache. Must have space for one badge eyelet to accommodate Blackington hat badge, silver with Santa Fe County Fire Department (SFCFD) approved center insignia affixed within. All buttons shall state FD within. Visor must have distinguishing characteristics that denote rank as follows:

- **Firefighters:** Navy Blue color with high polishes black visor, and vinyl sweatband
- **Lieutenant:** Navy Blue Color with high polishes black visor, and vinyl sweatband
- **Captain:** White Color and plush black nape in genuine leather visor, and leather sweatband
- **District Chief:** White color and plush black nape in genuine leather visor flames or clouds and lightning bolts in gold, gold fabric and bouillon thread chinstrap and leather sweatband
- **Assist. Chief:** White color and plush black nape in genuine leather, visor gold cover, four (4) Flame, gold fabric and bouillon thread chinstrap and leather sweatband
- **Deputy Chief:** White color and plush black nape in genuine leather visor, gold five (5) flame, Gold fabric and bouillon thread chinstrap and leather sweatband
- **Chief:** White color and plush black nape in genuine leather, visor gold six (6) flame Gold fabric and bouillon thread chinstrap and leather sweatband

Sizes: Shall be specific to include 6-3/4" to 7-3/4"

4. Uniform Class A Long Coat

Blended uniform presentation coat, 55% polyester, 45% wool, and minimum weight fourteen (14) ounce. Must have badge tab on left breast, shoulder pads and removable buttons stating relevant rank available in both silver and gold. Two inside pockets, eight-button front for single breasted eight (8) button fronts for double breasted.

Color: Navy

Sizes: 36 to 56 required

Quote price for patch sewing, per patch, to each sleeve

Quote price for sewing gold or silver ribbon on sleeves to determine rank.

5. Uniform Class A Trousers

Blended matching dress trousers to match the specifications, style and color of Uniform Class A Long Coat as mentioned.

Color: Navy

Sizes: Men's Twenty-Eight Inch (28") to Fifty-Four Inch (54")

Sizes: Women's, Twenty-Four Inch (24") to Thirty-Eight Inch (38")

6. Uniform Class A Gloves

Pair of parade/dress Class A Gloves

Color: White

Size: Small through XX-Large

7. Uniform Duty Shirt

Open weave 4.25 ounce POPLIN features a blend of 65% Fortrel polyester/35% combed cotton for exceptional breath ability. The addition of TEFLON fabric protection is required. Pleated pockets with lined, scalloped flaps with Velcro and button closures. Cross-stitched shoulder straps, fully lined placket fronts. Seven (7) button on long sleeves and short sleeves. Pencil stitch in pocket. Epaulets required. Military creases two (2) front and three (3) back required. Sufficient tail length for tucking that stays in place.

Color: Light Blue, Navy & White

Quote price for both long and short sleeve shirts to match above specifications

Quote price for patch sewing, per patch, to each sleeve.

8. Uniform Class B Shirt

Nomex Workwrite (or equivalent) uniform shirt. Long and short sleeve required. 4.5 oz nomex 111A. Certified to NFPA 1975 Station uniform standards. Five (5) sewn in military creases. Shoulder epaulets. Extra-long shirt tail.

Color: Navy or midnight navy

Size: Small through XX-Large

9. Uniform Polo shirt

100% cotton, heavy duty Polo Shirt (5.11 Tactical brand item #71182 or equivalent)

6 oz, cotton jersey with no roll collar, mic-loop pockets located at each shoulder and placed at the bottom of the placket at the sternum level, reinforce dual pen pockets on left sleeve. Front left breast to have SFCFD logo embroidered in full color, front right breast to have the firefighters name and rank embroidered in 1" letters, white, on 2 lines. The back of shirt to have SFCFD in 4" hollow outlined letters silk-screened. Exact fonts, sizes and logos will be supplied to the contractor.

Sizes: Extra small thru XXX-Large

Color – Navy

Quote price for both long and short sleeve shirts to match above specifications.

10. Uniform T-Shirt

100% cotton, heavy duty T-Shirt. (Hanes Beefy-T with tag or equivalent) Front left breast to have SFCFD (Santa Fe County Fire Department) logo silkscreen applied, back of shirt to have Santa Fe County Fire Department in 4" hollow outlined letters silk screened. Exact fronts, sized and logos will be supplied to the successful bidder. Vendor is required to supply, or have available within three (3) working days at no extra charge, twenty-five (25) per sized medium, large, X-Large and ten (10) per sized small and XXX-Large in stock for immediate availability by approved personnel.

Color: Navy,

Size: Extra Small thru XXX-Large

11. Collar Brass

Assorted high quality collar brass with two clutch back pins to include single straight, double straight and crossed bugle, triple crossed bugles, four (4) crossed bugles and five (5) crossed bugles. Blackington, no substitute.

Color: Sliver and Gold

12. Traditional Nomex Uniform Pant (or equivalent)

Nomex IIIA aramid uniform style with permanent creases, hook and eye closure with French flies. Seven (7) belt loops will take two inch (2") belts, two (2) welted hip pockets; left one has button and loop closure. Open bottoms, thirty-seven inch (37") unfinished. There shall be sizing options for women's cut and extra small men's cut. Pricing must include all costs for hemming and any alterations that may be necessary

Color: Navy

Size: Waist 28" to 36" all sizes, 36" to 50" even sizes

Quote pricing for both 6.0 ounce and 7.5 ounce.

13. Plain Duty Garrison Belts (or equivalent)

Black leather belt with chrome or brass buckle, width of 1-1/8".

Size: 26" to 60"

14. Tactical Belt

Black nylon 1-3/4" webbing type 13, 7000 IB. Tensile strength, type 12 liner for abrasion buffer, sewn with number 5 nylon cord. Mil-spec parachute quality buckles and adapters. Quick action V-Ring that will accept any size carabineers.

14. Physical Training Shorts

100% cotton, heavyweight, preshrunk, double needle stitched hem, elastic waistband with inside draw cord, two side pockets, and 6 ½" inseam. Department logo to be silk-screened on left upper leg to match the size, design, ink density and color as the official sample shorts of file with SFCFD (Santa Fe County Fire Department).

Color: Navy
Size: Small to XXX-Large

15. Sweatpants

Nine (9) ounce 50/50 poly/cotton fleece covered elastic waist and cuffs, inside draw cord with side entry pockets. Department logo to be silk-screened on left upper leg to match the size, design, ink density and color as the official sample shorts on file with the SCFD (Santa Fe County Fire Department). The successful bidder will be required to supply, or have available within three (3) working days at no extra charge, twenty-five (25) per sized medium, large, XX-Large in stock for immediate availability by approved personnel.

Color: Navy, Black
Size: Medium, Large, XXX-Large

16. Sweatshirts

Eleven (11) ounce Lee cross grain crew neck. 95% cotton 5% polyester cross grain construction; super heavyweight fleece set in-sleeves, ribbed inserts at sides with lycra. Department logo to be silk-screened on left upper breast to match the size, design, ink density and color as the official sample sweatshirt on file with the SFCFD (Santa Fe County Fire Department) and back of shirt to state Santa Fe County Fire Department 4" hollow outlined letters silk screened. The Successful bidder will be required to supply, or have available within three (3) working days at no extra charge, twenty-five (25) per sizes medium, large X-Large and ten (10) per sized small and XX-Large in stock for immediate availability by approved personnel.

Color: Navy
Size: Small to XXX-Large

17. Duty Jacket (5.11 The 5-in-1- jacket, model # 48017 or equivalent)

The jacket shall be waist length with a split waistband to allow for side vent zippers. The shell will be waterproof and breathable. The jacket will feature a fully removable lining with a non pilling fleece body and sleeves. Badge tab centered on the left breast sewn to the shell. A full size run of samples must be provided at bid opening to ensure that the successful vendor can service the end user on an ongoing basis and in a timely manner. Price should include a patch sewn into both shoulders. Price should include an option for 1" reflective tape sewn onto both arms just above & below elbow and 1" band over back of coat.

Sizes: Regular Small through 4 XL
Long Medium through 4 XL
Women S-XL

Color: Navy

18. Duty Jacket (5.11 Hi-Vis Responder Parka, model # 48073 or equivalent)

The jacket shall be waterproof and breathable. The jacket will feature a fully removable lining with a non pilling fleece body and sleeves. Badge tab centered on the left breast sewn to the shell. A full size run of samples must be provided at bid opening to ensure that the successful vendor can service the end user on an ongoing basis and in a timely manner. Price should include a patch sewn into both shoulders. Price should include an option for 1” reflective tape sewn onto both arms just above & below elbow and 1” band over back of coat.

Sizes: Regular Small through 4 XL
 Long Medium through 4 XL
 Women S-XL

Color: Navy

19. Nametag

Uniform nametag with the employee’s first and last names in large block print is required. Must be of high quality, polished designed with two clutch back pins. Specific size of template to be supplied by the Department.

Color: Brass and Silver

20. Uniform Tie

Navy blended clip-on tie for use with Uniform Duty Shirt.

Color: Navy

21. ¼ Zip Neck Job Shirt

11.6oz poly cotton fleece job shirt (specifically 5.11 brand item # 72314)

Poly-cotton twill, no roll collar, with locker loop, chest breakthrough pocket with velcor divider, hand warmer pockets on both sides, mic-clip pockets located at both shoulders, and dual pen pockets on left sleeve. Front left breast to have SFCFD logo embroidered in full color, front right breast to have the firefighters name and rank embroidered in 1” letters, white, on 2 lines. The back of shirt to have SFCFD in 4” hollow outlined letters silk-screened. Exact fonts, sizes and logos will be supplied to the contractor.

Sizes: Extra small thru XXX-Large

Color – Navy

Santa Fe County Invitation for Bids

Date: _____

To: Iris Cordova
Santa Fe County Purchasing Division
142 West Palace Avenue, Second Floor
Santa Fe, NM 87501

From: _____

Address: _____

Having read the Santa Fe County Bid Instructions and General Terms and Conditions and examined the specification sheet(s) for the Invitation for Bids reference #**2018-0043-FD/IC** 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:

UNIFORMS FOR SANTA FE COUNTY FIRE DEPARTMENT

Signature _____

F.O.B. Point: Destination

Name Typed or Printed

Delivery Date: _____

Title

Received addenda numbers_____,_____,when issued.

Firm Name

New Mexico Business Preference No._____
(Attach a copy of Business License to Bid)

Telephone and Fax Number

(_____) Bid Security (Included in Bid)

Email Address

(_____) Received Addenda(s) #(s)_____ & _____ & _____
when issued.

EXHIBIT A
IFB# 2018-0043-FD/IC

Please offer your best price, for each item as outlined below. **The Bidders shall complete the following bid sheet in full, for Bid No. 2017-0043-FD/IC, including signature at the bottom as stated.** Be advised that award may be made without discussion with Bidders on offers received. Offers will be accepted until **2:00 P.M. on Monday October 23, 2017.**

References: Bids must include four (4) emergency services organizations as references from clients who received similar services from the vendor in the past 24 months. The minimum information that must be provided about each reference is:

- a. Name of individual or company where services were provided.
- b. Address of individual or company.
- c. Name of contact person.
- d. Telephone number of contact person.
- e. Type of services provided and dates services were provided.

BIDDERS SHALL PROVIDE SAMPLES OF EACH ARTICLE OF CLOTHING WITH THE BID, EXHIBIT A, WHICH THE BIDDER WILL MAKE ARRANGEMENTS TO HAVE RETURNED AFTER AWARD OF THE CONTRACT.

Item	Est. qty	Item Description	Price per item	Manufacturer
1.	75	All wool ball cap	\$	
2	75	Poplin ball cap	\$	
3	75	Uniform class A Dress cap Bell Crown (air force style)	\$	
4	75	Uniform Class A long Coat	\$	
		Sewing per patch/per sleeve	\$	
		Sewing gold or silver ribbon on sleeve	\$	
5	75	Uniform Class A Trousers	\$	
6	75	Uniform Class A gloves	\$	
7	75	Uniform Duty Shirt	\$	
		Long sleeve	\$	
		Short Sleeve Patch sewing	\$	
8	75	Uniform Class B Shirt	\$	
		Long Sleeve	\$	
		Short Sleeve Patch sewing	\$	
9	75	Uniform Polo Shirt	\$	
		Long Sleeve Short Sleeve	\$	
10	75	Uniform T-shirt	\$	
11	75	Collar Brass	\$	

12	75	Traditional Nomex Uniform pant	\$	
		6.0 ounce		
		7.5 ounce	\$	
13	75	Plain duty Garrison Belt	\$	
14	75	Tactical Belt	\$	
15	75	Physical training shorts	\$	
16	75	Sweatpants	\$	
17	75	Sweatshirts	\$	
18	75	Duty Jacket 5-in-1	\$	
19	75	Duty Jacket Parka	\$	
20	75	Name Tag	\$	
21	75	Uniform Tie	\$	
22	75	¼ Zip Neck Job Shirt	\$	
		TOTAL: (For the purpose of determining the lowest bidder only)	\$	

Contractor's Name: _____

Contractor's Phone: _____ EMAIL: _____

Signature Of Authorized Contractor's Agent: _____

Title: _____

Date: _____

ALL BIDS ARE EXCLUSIVE OF GROSS RECIEPTS TAX

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

UNIFORMS FOR SANTA FE COUNTY FIRE DEPARTMENT

2018-0043-FD/IC

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on October 6, 2017. Only potential bidders who elect to return this form completed with the indicated intention of submitting a bid will receive copies of all written questions and the County's written responses to those questions as well as IFB amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

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

Iris Cordova
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, New Mexico 87501
(505) 986-6337
(505) 989-3243
icordova@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 declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

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

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

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

The representations made by checking the boxes constitutes a material representation by the business. Any finding that the statements are incorrect may result in denial of an award or un-award of the procurement involved.

SIGNED AND SEALED THIS _____ DAY OF _____, 2017.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D
SANTA FE COUNTY
PRICE AGREEMENT
SAMPLE

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

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

A. "Using department" shall mean a department or Elected Official's Office of Santa Fe County.

B. "Purchase Order" shall mean a fully executed Purchase Document issued by the Santa Fe County Purchasing Department that specifies the items to be provided by the Contractor under the terms of the Price Agreement.

C. Price Agreement means this indefinite quantity Price Agreement which requires the Contractor to furnish items to the using department which issues a purchase order.

2. GOODS TO BE PROVIDED

A. Goods Listed on Attachment A. Certain departments of the County may issue orders for purchase of the items described herein. The item ordered must be listed on the Exhibit A to this Agreement. All orders issued hereunder must bear both an order number and the number of this Price Agreement.

B. Quantities. It is understood that this is an indefinite quantity price agreement and the County may order any quantity of the items listed on Exhibit A. No guarantee or warranty is made or implied, by either the County or the using department that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items when ordered.

C. Specifications. Items furnished hereunder shall conform to the requirements of the specifications provided in the Invitation for Bid. Orders issued pursuant to this Agreement must show the applicable Price Agreement item(s), quantities, and price(s). Any items provided pursuant to this Price Agreement must meet or exceed the manufacturers' specifications.

D. Shipping and Billing Instructions.

1. The Contractor shall ship the items in accordance with the County's instructions. The Contractor shall enclose a packing list with each shipment listing the order number, purchase order number, and the commercial part number (if any) for each item. Unless otherwise designated by the County, the Contractor shall ship all products FOB Destination. Except for loss or damage directly attributable to the negligence of a procuring department, the Contractor shall bear all risk of loss or damage until products have been accepted by the using department. Destination charges shall be included in the product price.

2. The Contractor 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 Contractor and billed as a separate item at actual cost. The Contractor shall advise the procuring department of any enhanced delivery charges prior to the acceptance of the purchase order.

3. Whenever a using department does not accept any product and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also.

4. The Contractor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the using department.

5. Unless otherwise agreed upon by the using department, the Contractor shall be responsible for the pick-up of returned items.

6. Time is of the essence for purposes of this Agreement. All damages resulting from late delivery shall be the responsibility to the Bidder. In the event of failure of the Bidder to deliver in accordance with this requirement, the Bidder shall be liable to the County for liquidated damages in the amount of \$100.00 per order per each day the items are delivered late.

E. Delivery Tickets. The County's purchasing document number and the Contractor's name, using department's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Contractor as final and conclusive on each shipment that is not accompanied by a packing ticket.

F. Price. Prices listed in Exhibit A for each item shall be the price for that item as adjusted as set forth below.

3. PAYMENT

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

A. Inspection. Final inspection and acceptance of all items ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Contractor's risk and expense, promptly after notice of rejection.

B. Acceptance. In accordance with NMSA 1978, Section 13-1-158, the using department shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the using department. Unless otherwise agreed upon between the using department and the Contractor, within thirty (30) days from the receipt of items, the using department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the using department gives notice of rejection within the specified time period, the items will be deemed to have been accepted.

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

D. Invoices. The Contractor may submit invoices for payment no more frequently than monthly. The Contractor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices, and extended totals. Separate invoices shall be rendered for each and every complete shipment. Invoices must be submitted to the using department and not the Central Purchasing Office.

E. Payment of Invoices. Upon written certification from the using department that the items have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the Price Agreement to the Contractor at the rate of 1.5 % per month. Payment shall be made to the Contractor's designated mailing address.

F. Tax Note. Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item to be paid. The payment of taxes for any money received under this agreement shall be the Contractor's sole responsibility and must be reported under the Contractor's federal and State of New Mexico tax identification number(s). If a using department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the using department shall provide the Contractor with written evidence of such exemption(s).

4. TERM

THIS PRICE AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE PARTIES. The term of this Agreement shall be one year. The County, at its sole option, may renew this Price Agreement on the same terms and conditions annually. This Price Agreement, including all extensions and renewals, shall not exceed four (4) years in total duration.

5. DEFAULT

A. The failure of the Contractor to perform shall create a default pursuant to this Price Agreement. The County reserves the right to cancel all or any part of any orders placed under this Price Agreement without cost to the County if the items fail to meet the requirements of this Price Agreement. The Contractor may be excused from performance under this Price Agreement 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; such causes 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 subcontractors due to any of the above, unless the County shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the subcontractor to meet the required delivery schedule.

B. The County may cancel all or any part of any resulting order without cost to the County if the Contractor fails to meet material provisions of the order; the Contractor shall be liable for any excess costs associated with such a default.

6. TERMINATION

A. For Convenience. This Price Agreement may be terminated by the County upon written notice to the Contractor thirty (30) days before the proposed date of termination. Notice of Termination of the Price Agreement SHALL NOT AFFECT ANY OUTSTANDING ORDERS.

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

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. An amendment to this Price Agreement SHALL NOT AFFECT ANY OUTSTANDING ORDERS issued prior to the effective date of the amendment as mutually agreed upon, and as published by the County Purchasing Manager. Amendments affecting prices are not allowed unless specifically provided for in the bid documents.

8. STATUS OF CONTRACTOR

The Contractor, and Contractor's agents and employees, are independent Contractors for the department and are not employees of Santa Fe County. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the Santa Fe County as a result of this agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

9. ASSIGNMENT

A. Neither this price agreement nor any orders placed under this price agreement, nor any interest therein, nor claim there under, shall be assigned or transferred by the Contractor, except as set forth in subparagraph 10(B) below or as expressly authorized in writing by the County purchasing manager. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this price agreement.

B. Contractor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the County as to goods, services, and materials purchased in connection with this bid are hereby assigned to the County.

10. NON-COLLUSION

In signing this agreement, the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Agreement.

11. INSPECTION OF PLANT

The County Procurement Manager may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this Price Agreement.

12. COMMERCIAL WARRANTY

The Contractor agrees that the items furnished under this price agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such items, and that 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 of this order. Contractor agrees not to purport to disclaim warranties of fitness for a particular purpose or merchantability and fitness for a particular purpose.

13. CONDITION OF PROPOSED ITEMS

All proposed items are to be NEW and of most current production, unless otherwise specified.

14. RECORDS OF AUDIT

During the term of this agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the department, the County and State Auditor and other appropriate County and federal authorities. The department shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of the department to recover excessive or illegal payments.

15. APPROPRIATIONS

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

16. RELEASE

The Contractor, upon final payment of the amount due under this agreement, releases the County, its Elected Officials, officers, employees, agents and attorneys, from and against all liabilities, claims and obligations whatsoever arising from or under this agreement. The Contractor agrees not to purport to bind the Santa Fe County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

17. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the using department.

18. PRODUCT OF SERVICE: COPYRIGHT

All materials developed or acquired by the Contractor under this agreement shall become the property of the Santa Fe County and shall be delivered to the using department no later than the termination date of this agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor. The original and one copy of all materials, work papers, meeting notes, or other documents produced by the Contractor shall be indexed and placed in appropriately labeled binders and delivered to the using department at conclusion of the agreement.

19. CONFLICT OF INTEREST

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

20. APPROVAL OF CONTRACTOR REPRESENTATIVES

The department reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the department, serving the needs of the County adequately.

21. SCOPE OF AGREEMENT, MERGER

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

22. NOTICE

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

23. EQUAL OPPORTUNITY COMPLIANCE

The Contractor shall abide by all federal and state laws, rules and regulations, and all applicable executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, and executive orders of the governor of the State of New Mexico, the Contractor agrees to assure that no person shall on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this agreement. If Contractor is found to be not in compliance with these requirements during the life of this agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

24. INDEMNIFICATION

The Contractor shall hold the County and its agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and costs 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 subcontractors. 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.

25. APPLICABLE LAW

This agreement shall be governed by the laws of the State of New Mexico.

26. INCORPORATION BY REFERENCE AND PRECEDENCE

This agreement is derived from the Invitation for Bid, including any written Addenda, and the Contractor's bid, Exhibit A. In the event of a dispute under this agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Price Agreement in reverse chronological order; (2) the Price Agreement, including the scope of work; (3) the Invitation for Bid (IFB) including attachments thereto and addenda.

27. WORKER'S COMPENSATION

The Contractor shall comply with State laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated.

28. INVALID TERM OR CONDITION/SEVERABILITY

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

29. ENFORCEMENT OF AGREEMENT

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

30. PATENT, COPYRIGHT, AND TRADE SECRET INDEMNIFICATION

A. The Contractor shall defend, at its own expense, the County from and against any claim that any item provided under this agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the department based upon Contractor's trade secret infringement relating to any items provided under this agreement, the Contractor agrees to reimburse the County for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the department shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and

iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any item becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

i. provide the County the right to continue using the item and fully indemnify the County against all claims that may arise out of the County's use of the item;

ii. replace or modify the item so that it becomes non-infringing;

or,

iii. accept the return of the item and refund an amount equal to the value of the returned item, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any item modified by the department to the extent such modification is the cause of the claim.

C. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

D. The agreement paragraph titled "patent, copyright, trademark, and trade secret indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall also survive termination of this agreement

31. SURVIVAL

Each party agrees to protect confidential information and information identified as sensitive, proprietary, patent, copyright and/or trade secret data of the other. This protection will survive completion and/or termination of this Agreement and each party agrees not disclose this data unless under an order by a court of appropriate jurisdiction or the information becomes public knowledge.

32. 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 Legal Office
102 Grant Avenue
Santa Fe, New Mexico 87501

To Contractor:

To be Determined

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

33. AMENDMENTS

This price agreement shall only be amended by written instrument executed by the parties.

WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

SANTA FE COUNTY:

Henry P. Roybal, Chair
Santa Fe County Board of County Commissioners

Date

ATTESTATION:

Geraldine Salazar,
Santa Fe County Clerk

Date

Approved as to form:

Gregory S. Shaffer
Santa Fe County Attorney

Date

Finance Department Approval:

Don D. Moya
Santa Fe County Finance Director

Date

CONTRACTOR:

Date

By: _____
(Print Name)

Its: _____
(Print Title)

APPENDIX E

Sample Santa Fe County Fire Department Logo, Badge & Cap lettering

