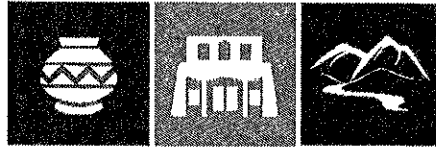


Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Rudy N. Garcia
Commissioner, District 3



SANTA FE COUNTY

Anna T. Hamilton
Commissioner, District 4

Hank Hughes
Commissioner, District 5

Gregory S. Shaffer
County Manager

DATE: May 26, 2022

TO: File

FROM: Bill Taylor, Procurement Manager *BT*

Via: Yvonne S. Herrera, Finance Director

RE: **Declaration of Emergency – Procure Services for Repair of the Cooling Unit at the 1st Judicial Complex in Santa Fe, New Mexico, by CARTWRIGHT’S Plumbing & Heating in the Amount of \$ 3,649.00, Exclusive of NM GRT, Pursuant to NMSA 1978, 13-1-127, Emergency**

Issue:

On Friday May 20, 2022, the County Property Control Division Supervisor was contacted by staff at the Steve Herrera 1st Judicial Complex that temperatures in the facility was high and the system was not cooling the facility. The County staff arrived at the site and discovered that the chill water tower unit had failed. The staff contacted two HVAC Contractors to mobilize to the facility and troubleshoot the cooling unit at the facility. Cartwright Plumbing was the only Contractor that could mobilize the same day.

The Contractor cleaned the coils and reset the unit, which appear to result in the unit to operate properly, however there are still issues with the system that will need to be addressed with this request.

Determination:

The 1st Judicial Complex provides the public with judicial operations, that include court hearings, recording and other legal services from the Judicial staffing. It is critical that the facility infrastructure function properly due the number of functions and interactions with the public.

It is therefore the determination of the County Procurement Manager, CPO that the services needed for the repairs at the above mentioned location meets the requirements of an emergency procurement, pursuant to NMSA 1978, 13-1-127.

All work and costs associated with this determination is limited to the services required for the repairs located at the subject location in Santa Fe, New Mexico.

Emergency Project Deliverables:

Contractor: CARTWRIGHT'S PLUMBING & HEATING
PO Box 16371
Santa Fe New Mexico, 87592
(505) 982-2511

Scope of Work:

Mobilize to the site located at 1st Judicial Complex

Washed Coils (chemical wash)

Reset unit

Cost for this work. **\$ 3,649.00, excl. Tax**

NOTE:

This Declaration of Emergency will remain open until all repairs are made to the HVAC Unit at Judicial Complex

Additional costs may be incurred related to the HVAC unit at this facility

Santa Fe County / Purchasing Division

142 W. Palace Ave.
Santa Fe, NM 87501
(505) 986-6373

REQUEST FOR DECLARATION OF EMERGENCY PROCUREMENT

To facilitate the process and obtain a complete request for emergency assistance, please provide the following: *completed form and detailed memo of justification to: Bill Taylor, Procurement Manager, SFC, (505) 986-6373, or mail original to above address, or e-mail to wtaylor@santafecountynm.gov.*

Pursuant to 13-1-127, NMSA 1978. Emergency Procurements:

- A. The state purchasing agent or a central purchasing office may make emergency procurements when there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions; provided that emergency procurements shall be made with competition as is practicable under the circumstances.
- B. An emergency condition is a situation that creates a threat to public health, welfare or safety such as may arise by reason of floods, fires, epidemics, riots, acts of terrorism, equipment failures or similar events and includes the planning and preparing for an emergency response. The existence of the emergency condition creates an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:
 - 1.) the functioning of government;
 - 2.) the preservation or protection of property; or
 - 3.) the health and safety of any person.
- C. Emergency procurements shall not include the purchase or lease purchase of heavy road equipment.
- D. The state purchasing agent or central purchasing office shall use due diligence in determining the basis for the emergency procurement and for the selection of the particular contractor. The determination shall be in writing and included in the procurement file.
- E. Money expended for planning and preparing for an emergency response shall be accounted for and reported to the Legislative finance committee and the department of finance and administration within sixty days after the end of each fiscal year.

Submittal of DOE request does not constitute an emergency situation. Request will be reviewed and verified by the Procurement Manager, and a determination will be made on the merits of the request.

Date of Request: 5/20/2022

Point of contact: David Padilla, Facilities and Operations Manager

Department & Agency: Santa Fe County

Ph. (505) 992-3030

Cell (505) 470-3373

Fax (505)

Location: Steven Herrera Judicial Complex

Physical Address: 225 Montezuma Ave, Santa Fe NM 87501

Residents or tenants affected by the emergency situation:

District Court Judges, Santa Fe County employees, State employees, and Santa Fe Residents.

Information surrounding the emergency situation (include the following: describe the problem in detail; indicate times, dates and extent of damages; has any action been taken? any other information which will help determine this request qualifies as an emergency)

On 5/20/2022 David Padilla was called that the temperatures at Steven Herrera Judicial Complex were unbearable and temperatures were high and not cooling down. When Property Control Staff arrived on site it was discovered that the Chill Water Tower unit failed and was not working. Property Control was unable to trouble shoot and repair the unit. David Padilla called Johnson Controls to troubleshoot the unit and was told that they could not be on site till Thursday 26th, 2022. Being that this is considered an health, safety, and welfare issue. David called Cartwright's Heating and Cooling to go out and troubleshoot the unit. The temperatures being over 85 degrees is considered detrimental to equipment and is affecting the operations of the court house.

Describe the emergency condition that exists as it relates to the health, safety and welfare of the public; protection of property; or function of government:

The Steve Herrera Complex provides spatial provisions for three counties' judicial function; Santa Fe County, Rio Arriba County, and Los Alamos County. These courts have the task of processing and hearing civil, criminal, and family cases for adults and juveniles. If temperatures continue to rise this will affect the operation of the Court House.

Explain what effort, if any was made to complete the work needed:

Property Control Maintenance Foreman has called Cartwright's to trouble shoot and repair the unit.


Note:

Emergency declaration from SFC-Procurement Division requires meeting criteria for emergency accordance of New Mexico State Statute (Sections 13-1-127 and 13-1-128 NMSA 1978). Prior to SFC- Purchasing Division authorization of funds for any emergency, the department must certify to SFC-Purchasing availability of funds to cover the emergency services. Please have your authorized person verify the following and sign with attached requisition and back-up.

(one)

1. the department will pay for the entire cost of the emergency
2. the department can participate with \$ _____
3. the department does not have any funds to cover the cost of the emergency
4. other arrangements (specify) _____

Printed Name David Padilla

Signature  Date 5/20/2022

Title: Facility and Operations Manager Cell (505) 470-3373 Ph. (505) 986-6256

Department Director or Division Manager:

Signature  Date: 5/20/2022

(Include additional sheets, other substantiating documents or pictures related to your request- include requisition and justification memo)

PURCHASE REQUISITION NBR: 0000224201


REQUISITION BY: LSANCHEZ STATUS: NEEDS ADDITIONAL INFO DATE: 5/23/22
 REASON: DOE STEVEN HERRERA LAW COMPLEX COOLING TOWER
 SHIP TO LOCATION: PUBLIC WORKS DEPT/ADMIN SUGGESTED VENDOR: 12726 CARTWRIGHTS PLUMBING DELIVER BY DATE: 6/30/22

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	DAVID RUIZ IS REQUESTING AN ENCUMBRANCE FOR A DOE REQUEST FOR DECLARATION OF EMERGENCY PROCUREMENT FOR TROUBLESHOOTING AND REPAIR OF THE COOLING TOWER LOCATED AT THE STEVEN HERRERA LAW COMPLEX ADDRESS 225 MONTEZUMA AVE. SNATA FE, NM 87501 1 @ \$3,649.00 REFERENCE INVOICE #147391 CALL OUT FOR NO COOLING IN SERVER ROOM. COMMODITY: SUBCOMMOD: MISC	3649.00	EA	1.0000	3649.00	
2	TAX @ \$307.88 COMMODITY: SUBCOMMOD: MISC	307.88	EA	1.0000	307.88	
REQUISITION TOTAL:					3956.88	

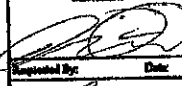
ACCOUNT INFORMATION

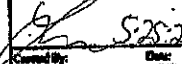
LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	10107024154001	MAINTENANCE BUILDING / STRUCTURE	100.00	3649.00
2	10107024154001	MAINTENANCE BUILDING / STRUCTURE	100.00	307.88
				3956.88

REQUISITION IS IN THE CURRENT FISCAL YEAR.


 May 26, 2022

Signatures are for authorization to process a purchase order from a requisition or a purchase order change order. All signatures must be present and signed by the individual. Void processing if the signatures are not signed by the individual.


 Requested By: _____ Date: 5.25.22


 Created By: _____ Date: 5/25/2022

Allyson Mestas
 May 26, 2022

Director Approval & Verification that all signatures are accounted for & approved for processing.

FY-2022

SANTA FE COUNTY
INTERNAL PURCHASE REQUISITION

DEPARTMENT / DIVISION :		Public Works Administration			FUND - COST CENTER ACTIVITY			101-0702-416-4001		
The Following Items to be Used On/At (Location):		Public Works			PROJECT CODE:					
Contract #		Small Purchase shall not exceed \$5000	Start Date:	Expires:	REQUISITION NUMBER:					
Purpose:		VENDOR #	VENDOR INFORMATION		VENDOR INFORMATION			VENDOR INFORMATION		
Troubleshoot and repair the cooling tower located at Steven Herrera Law Complex.		12726	1st Quote (If Applicable)		2nd Quote (If Applicable)			3rd Quote (If Applicable)		
		Name:	Cartwright Plumbing							
		Address:	7610 Mallard Way Unit D							
		City/State/Zip:	Santa Fe, NM 87507							
Contact/Phone:		805-992-2611								
Line #	DESCRIPTION	Qty Cost per Item	Quantity	AMOUNT	Qty Cost per Item	Quantity	AMOUNT	Qty Cost per Item	Quantity	AMOUNT
	Note Unit, Type, Cost, Each, Dozen, Box, Pair, Pkg, etc.									
1	Troubleshoot and repair the cooling tower located at Steven Herrera Law Complex. Reference Invoice #160889	\$3,849.00	1	\$ 3,849.00			\$ -			\$ -
2			1	\$ -			\$ -			\$ -
3			1	\$ -			\$ -			\$ -
4			1	\$ -			\$ -			\$ -
5			1	\$ -			\$ -			\$ -
AUTHORIZED REQUESTOR PRINT:		SUBTOTAL		\$ 3,849.00			\$ -			\$ -
David Ruiz		SHIPPING/HANDLING		\$ -			\$ -			\$ -
32582022		TAX RATE (Services Only)		\$ 307.88			\$ -			\$ -
		TOTAL CHARGE		\$ 3,006.88			\$ -			\$ -
REQUESTOR CERTIFIES THIS REQUEST HAS BEEN PROCURED AT THE BEST OBTAINABLE PRICE.				Created by:		Leticia Sanchez				
				Date Created:		5.25.2022				

CARTWRIGHT'S

Plumbing, Heating and Cooling Done Right

SAVE THIS INVOICE FOR YOUR GUARANTEE
SEE BINDING TERMS ON REVERSE

Cartwright's Plumbing & Heating
P.O. Box 16871
Santa Fe, NM 87502
(505) 982-2511
(505) 471-0567 Fax
License MM98 #398583
www.cartwrightsplumbing.com

DATE OF SERVICE: 5/24/22 LOCATION: CARTWRIGHT'S
SERVICE TECHNICIAN'S NAME: ERIC
INVOICE NO.: 150569

SEWER & DRAIN PLUMBING HEATING
INDUSTRIAL EXCAVATION A/C
CUSTOMER CLASS: RESIDENTIAL COMMERCIAL

CUSTOMER NAME: Santa Fe Co. CUSTOMER NO.:
SERVICE ADDRESS: 2225 Montuzuma Ave APT. NUMBER: FEDERAL I.D. #: B2-5396516
CITY: Santa Fe STATE/PROVINCE: NM ZIP/POSTAL: 87501 CUSTOMER PHONE NO.: P.O. NUMBER/AUTHORIZATION:
BILLING ADDRESS (IF DIFFERENT FROM SERVICE ADDRESS): CITY: STATE/PROVINCE: ZIP/POSTAL:

REPAIR CODE	ESTIMATE AND DESCRIPTION OF WORK TO BE PERFORMED (The approximate starting date is _____, and the approximate completion date is _____ Neither date is guaranteed. Unexpected conditions or problems could cause delays.)	AMOUNT
747	CHILLER ON ROOF NO A/C	
753	Washed COILS (chemical wash) & Reset machine.	

WORK ORDER AUTHORIZATION I authorize the services indicated and agree to pay the amounts specified. I have read and agree to the terms on the reverse side, including the limits on Cartwright's responsibility specified in those terms.
(SIGNATURE) _____ (PRINT NAME) _____

CHANGES TO ESTIMATE: I authorize these changes. ADJUSTMENTS/CHANGES IN WORK TO BE PERFORMED (Use additional invoice if needed to describe changes):
Billing E-mail Druiz @ Santa Fe County NM, gov

COMMENTS: Billing E-mail Druiz @ Santa Fe County NM, gov

COMPLETION I acknowledge completion of the above described work which has been done to my complete satisfaction.
(SIGNATURE) _____ (PRINT NAME) _____
(EMAIL ADDRESS) _____
Send plumbing tips, product/services information and coupons via email.

PAYMENT: CASH CHECK NO. _____ * CREDIT CARD NET 10 DAYS
OVER 30 DAYS = LATE CHARGE OF 1 1/2% PER MONTH *In the event check is returned, the COMPANY will charge the CUSTOMER A \$25.00 processing fee.

LABOR \$ 3440.00
PARTS \$ 150.00
PRODUCTS \$
OTHER \$ 59.00
TAX \$ 207.88
INVOICE TOTAL \$ 3956.88

NEXT VISIT: TIME DISPATCHED: TIME ARRIVED: TIME DONE: INVOICE NO.: 150569

IRR LOCATION: CARTWRIGHT'S 10209 INVOICE DATE: / /

RESIDENTIAL GUARANTEE		COMMERCIAL GUARANTEE	
LABOR		LABOR	
<input type="checkbox"/> Main/Branch Lines	6 months	<input type="checkbox"/> Main/Branch Lines	21 days
<input type="checkbox"/> Toilet Auger	7 days	<input type="checkbox"/> Toilet Auger	24 hours
<input type="checkbox"/> Plumbing Repair	6 months	<input type="checkbox"/> Plumbing Repair	90 days
<input type="checkbox"/> Plumbing Replacement	1 year	<input type="checkbox"/> Plumbing Replacement	90 days
<input type="checkbox"/> Extended Guarantee	1 year		
<input type="checkbox"/> HVAC		<input type="checkbox"/> HVAC	

FROM C/S OR TRUCK				PARTS USAGE		
VENDOR	PART #	QTY USED	T/OS	DESCRIPTION	TOTAL COST	SELL PRICE
				Parts from Morrison	150.00	

(Service Technician's Signature) Eric L. Manning #778
(Print Service Technician's Name and Number)
CLERK'S SIGNATURE: _____
OFFICE COPY









DOE Steven Herrera Judicial Req. 224201

Final Audit Report

2022-05-26

Created:	2022-05-25
By:	Lorina Sanchez (lsanchez@santafecountynm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAApTE7_3m xp6FtqwPoOVuEdnAMRgPDWLG

"DOE Steven Herrera Judicial Req. 224201" History

-  Document created by Lorina Sanchez (lsanchez@santafecountynm.gov)
2022-05-25 - 10:02:51 PM GMT - IP address: 216.161.39.2
-  Document emailed to David Padilla (dpadilla@santafecountynm.gov) for signature
2022-05-25 - 10:05:09 PM GMT
-  Email viewed by David Padilla (dpadilla@santafecountynm.gov)
2022-05-26 - 1:45:47 PM GMT - IP address: 216.161.39.2
-  Document e-signed by David Padilla (dpadilla@santafecountynm.gov)
Signature Date: 2022-05-26 - 1:46:42 PM GMT - Time Source: server- IP address: 216.161.39.2
-  Document emailed to PJ Montano (pmontano@santafecountynm.gov) for signature
2022-05-26 - 1:46:44 PM GMT
-  Email viewed by PJ Montano (pmontano@santafecountynm.gov)
2022-05-26 - 2:05:04 PM GMT - IP address: 174.205.236.109
-  Document e-signed by PJ Montano (pmontano@santafecountynm.gov)
Signature Date: 2022-05-26 - 3:15:33 PM GMT - Time Source: server- IP address: 174.205.236.109
-  Agreement completed.
2022-05-26 - 3:15:33 PM GMT



Adobe Acrobat Sign



SANTA FE COUNTY
SANTA FE, NEW MEXICO

PURCHASE ORDER

IMPORTANT
THIS PURCHASE ORDER NUMBER
MUST APPEAR ON ALL INVOICES
AND SHIPPING CONTAINERS.
INVOICES ARE TO BE IN DUPLICATE

PAGE: 1
P.O. NO.: 223708
DATE: 06/05/2022
C.O.NO.: 1
C.O.DATE: 06/06/2022

CARTWRIGHTS PLUMBING
TO: 7510 MALLARD WAY UNIT D
SANTA FE, NM 87507

SHIP TO/
INVOICE TO:

PUBLIC WORKS DEPT/ADMIN
SANTA FE COUNTY
424 NM HIGHWAY 599
SANTA FE, NM 87507

VENDOR NO.		NOTES			
12726		1. Federal Tax I.D. Number is required for payment 2. If unable to fill at prices shown, or meet delivery day, please advise immediately. 3. All items subject to terms and conditions on reverse.			
DELIVERY BY	SHIP VIA	F.O.B.		TERMS	
06/30/2022				NET 30	
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
WYNER, STEVEN		HERRERA, YVONNE S.		LSANCHEZ	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		10107024154001		0000224201	05/23/2022
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

1	3,649.00	EA	DAVID RUIZ IS REQUESTING AN ENCUMBRANCE FOR A DOE 000 004	1.0000	3,649.00
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REQUEST FOR DECLARATION OF EMERGENCY PROCUREMENT

FOR TROUBLESHOOTING AND REPAIR OF THE COOLING

TOWER LOCATED AT THE STEVEN HERRERA LAW COMPLEX

ADDRESS 225 MONTEZUMA AVE. SNATA FE, NM 87501

1 @ \$3,649.00

REFERENCE INVOICE #147391

CALL OUT FOR NO COOLING IN SERVER ROOM.

2	307.88	EA	TAX @ \$307.88 000 004	1.0000	307.88
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SANTA FE COUNTY
SANTA FE, NEW MEXICO

PURCHASE ORDER

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AND SHIPPING CONTAINERS.
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PAGE: 2
P.O. NO.: 223708
DATE: 06/05/2022
C.O.NO.: 1
C.O.DATE: 06/06/2022

CARTWRIGHTS PLUMBING
TO: 7510 MALLARD WAY UNIT D
SANTA FE, NM 87507

SHIP TO/
INVOICE TO:

PUBLIC WORKS DEPT/ADMIN
SANTA FE COUNTY
424 NM HIGHWAY 599
SANTA FE, NM 87507

VENDOR NO.		NOTES			
12726		1. Federal Tax I.D. Number is required for payment 2. If unable to fill at prices shown, or meet delivery day, please advise immediately. 3. All items subject to terms and conditions on reverse.			
DELIVERY BY	SHIP VIA	F.O.B.		TERMS	
06/30/2022				NET 30	
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
WYNER, STEVEN		HERRERA, YVONNE S.		LSANCHEZ	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		10107024154001		0000224201	05/23/2022
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

BUDGET OVERRIDE YSH 6/5/2022

06/06/2022: Pursuant to NMSA 1978 Sec. 13-1-127

"Emergency Procurement" Approved by B.Taylor.

Determination attached. Line item approved by

Finance.

-Change order 1 occurred due to needing to include

comment. AV

TOTAL PURCHASE AMOUNT	\$3,956.88
-----------------------	------------

NOT VALID UNLESS SIGNED BY THE COUNTY FINANCE



SANTA FE COUNTY
SANTA FE, NEW MEXICO

PURCHASE ORDER

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PAGE: 3
P.O. NO.: 223708
DATE: 06/05/2022
C.O.NO.: 1
C.O.DATE: 06/06/2022

CARTWRIGHTS PLUMBING
TO: 7510 MALLARD WAY UNIT D
SANTA FE, NM 87507

SHIP TO/
INVOICE TO:

PUBLIC WORKS DEPT/ADMIN
SANTA FE COUNTY
424 NM HIGHWAY 599
SANTA FE, NM 87507

VENDOR NO.		NOTES			
12726		1. Federal Tax I.D. Number is required for payment 2. If unable to fill at prices shown, or meet delivery day, please advise immediately. 3. All items subject to terms and conditions on reverse.			
DELIVERY BY	SHIP VIA	F.O.B.		TERMS	
06/30/2022				NET 30	
CONFIRM BY		CONFIRM TO		REQUISITIONED BY	
WYNER, STEVEN		HERRERA, YVONNE S.		LSANCHEZ	
FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		10107024154001		0000224201	05/23/2022
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

DIRECTOR OR THE COUNTY PURCHASING AGENT

Adriana Vigil Procurement Specialist

AUTHORIZED SIGNATURE & TITLE

County of Santa Fe Purchase Order for Services – General Terms and Conditions

Interpretation: This PO represents the entire agreement between both parties, notwithstanding any Vendor's form. This Agreement shall be the sole and exclusive statement of the purchase of goods or services between the County and Vendor. Unless there is a separate written contract for the provision of goods or services, these terms and conditions shall be the sole and exclusive statement of the contract between the County and Vendor. In the event of a conflict between the terms and conditions of this PO and the terms of the written contract, the terms of the written contract or agreement shall govern.

Acceptance: Vendor shall accept the offer in writing, or by beginning to fill the order or perform the services requested by County. Acceptance is limited to the terms stated herein. The terms and conditions attached hereto shall apply to all orders placed under a County contract, subcontract or agreement.

Assignment: None of the sums due or to become due nor any of the work to be performed under this PO shall be assigned nor shall Vendor subcontract for completed or substantially completed work called for by this PO without County's prior written consent.

Modification/Changes: This PO constitutes the entire agreement between County and Vendor, and no modification hereof shall be effective unless agreed to in writing by authorized representatives of County. County's employees have no authority to direct any change except by a written change order or amendment signed by County's authorized representative.

Audit: The County may, subject to written notification to Vendor, conduct inspection at Vendor's facilities. Vendor shall, without charge, provide facilities for County's personnel and provide all requested data necessary for County's adequate inspection.

Governing Law: This PO shall be governed by the New Mexico Procurement Code, NMSA 1978, § 13-1-28 et seq.; NMSA 1978, § 6-6-11 (Bateman Act); Art. IX, Sec. 10 (County indebtedness) and Art. IX, Sec. 14 (Anti-donation) of the state constitution; and NMSA 1978, § 41-4-1 (Tort Claims Act), including the New Mexico Uniform Commercial Code, if applicable.

Compliance with Law and County Policies and Procedures: The County is exempt from payment of gross receipts tax on materials but may be subject to such tax on services, including "construction" as that term is defined in NMSA 1978, § 7-9-3.4. The taxable status of any sale of materials must be determined by the Vendor's legal counsel or tax consultant. Invoices rendered for additional taxes after bid award will not be honored. The Procurement Code, NMSA 1978, §§ 13-1-28 thru 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks. If this PO shall require the presence on County's premises of Vendor's employees, subcontractors or others under Vendor's control, Vendor shall comply with all applicable governmental regulations and rules of County's premises, encompassing without limitation those relative to environmental quality including safety, fire prevention and security requirements of the County Adult Detention Facility. Vendor shall at all times provide all equipment that is used in the performance of this PO, including all equipment to ensure the safety of all employees, subcontractors or others under Vendor's control.

Waiver: The failure of County to insist, in any one or more instances, upon the performance of any of the terms, or conditions or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term or condition or the future exercise of such right. The obligations of Vendor with respect to such future performance shall continue in full force and effect.

Delivery: Time is of the essence in this PO. If delivery of conforming goods or performance of conforming services is not complete by the time(s) promised, the County has the right, in addition to its other rights and remedies, to cancel this PO, to reject such goods or services in whole or in part, or to purchase substitute or goods or services elsewhere and charge Vendor with any loss incurred. Any provisions herein for delivery of goods or performance of services by installments shall not be construed as making the obligations of Vendor severable. Shipments sent C.O.D. without County's written consent will not be accepted and will be at Vendor's risk.

Loss in Transit and Environmental Responsibility: Title and risk of loss in transit shall not pass to County until delivery to County (or to carrier designated by County in cases where shipment is made F.O.B. Vendor's Shipping Point) in accordance with all applicable federal, state, or local laws or regulations, including but not be liable for any discharge, spill or other incident, including but not limited to expenses for any clean-up costs, involving any materials transported hereunder until completion of such delivery.

Dangerous and Hazardous Material: Packaging, packing, marking, labeling, documentation, handling and movement of any materials ordered shall be in accordance with applicable NM Department of Transportation (DOT) regulations or other applicable state laws. All packing sheets, bill of lading, or other shipping documents shall specify what the materials are and carry a certificate that the shipment is in proper condition for transportation as prescribed in DOT regulations or other applicable state laws.

Inspection: Notwithstanding any prior inspections or payments, all goods are subject to County's final inspection and acceptance at the destination which shall be conclusive except as to latent defects, fraud, mistakes and Vendor's warranty obligations. County may reject and return defective or nonconforming goods at Vendor's expense for credit, refund or replacement, at County's option. Vendor shall pay County's cost of inspecting, handling, removing, and/or revoking nonconforming goods.

Shipment: Shipment must be made in the quantity specified and over shipments may be rejected at County's discretion.

Shipping: Vendor shall enclose a packing sheet in each separate container and a master packing sheet in duplicate shall accompany each shipment. Packing sheets shall not show any prices. County's counter weight shall be accepted as final and conclusive on shipments not accompanied by packing sheets. Material shall be packed and marked for shipment as reasonably prescribed by, and at no additional cost to the County. Each shipping container shall contain the part number, date of shipment, bill of lading number, packing slip number, shipping container number of lot and number of containers in the lot.

Invoice: Invoice in duplicate to the "Invoice To" address on the PO. All invoices must show the PO number.

Price: County shall not be billed at prices higher than stated herein unless authorized in writing by County. Vendor represents that the prices charged for the goods or services covered by this PO are the lowest prices charged by Vendor and that such prices comply with all applicable laws and government regulations in effect at time of quotations, sale, delivery and performance.

Payment: Payment is net 30 days upon receipt of acceptable invoice or receipt of goods, whichever is later. Inquiries regarding payment should be directed to Finance at (505) 986-6375.

Discounts: Cash discounts will be calculated from date of receipt of acceptable invoice.

Warranties: All goods and services covered by this PO shall conform to the specifications, drawings, samples or other descriptions furnished or adopted by the County, and shall be merchantable, fit for the purpose intended, of best quality and workmanship and free from all defects. All goods delivered pursuant to this PO and manner of delivery thereof shall conform to standards established for such goods and delivery in accordance with any applicable federal, state or local laws and regulations.

Insurance: Vendor warrants that Vendor shall comply with all existing financial capability, responsibility, security or like laws, regulations and requirements of local, state and federal governments with respect to oil pollution or any other pollution damage whatsoever. Vendor agrees to protect, defend, indemnify, exonerate and hold Santa Fe County harmless from and against any and all suits, claims, liabilities, losses, liens and demands, fines, costs, criminal and civil penalties, causes of action or any obligations arising out of or in any manner connected with, incidents involving bodily injury, death, property or any violation or alleged violation of any federal, state or local law or regulation. Vendor is and undertakes performance thereof as an independent contractor, with sole responsibility for all persons employed in connection therewith, including without limitation exclusive liability for the payment of all federal, state, and local unemployment and disability insurance and all social security and other taxes and contributions payable in respect to such persons from and against which liability Vendor agrees to indemnify, exonerate and hold harmless the County. Vendor shall provide to County upon request certificates of insurance evidence that the Vendor has purchased the following insurance: General Comprehensive Liability Insurance. Vendor's Comprehensive Automobile Liability Insurance limits established by New Mexico Tort Claims Act: Worker's Compensation, limits established by applicable statutes; Employee liability coverage, the greater of the limits of liability established by the New Mexico Tort Claims Act or \$1,000,000. Vendor's protective liability insurance limits shall be the same as specified for Vendor's Commercial General Liability Insurance. All such persons shall be subject to all applicable rules of County's premises, including those for safety and fire protection.

Confidentiality: No disclosure, description or other communication of any sort shall be made by Vendor to any third party of the fact of County's purchase of goods or services hereunder, or of the details and characteristics thereof, without County's prior written consent. Any items furnished to Vendor by County pursuant to this PO, including without limitation samples, drawings, patterns and materials, shall remain the property of the County, shall be held at Vendor's risk and shall be returned upon completion of the work or termination of this PO; no disclosure or reproduction thereof in any form shall be made without County's written consent. Vendor shall be liable to County for any unauthorized disclosure or use of the items furnished to Vendor by the County.

Patent/Copyright Infringement: Vendor represents and warrants that the sale or used of the goods supplied under this PO shall not infringe upon any United States or foreign patent, copyright or trademark, industrial design right or other proprietary right. Vendor shall indemnify, defend and hold County, its successors, assigns, officers, employees and agents harmless from and against any damage, liability, claim, loss, costs, expenses and fees which may be incurred on account of infringement or alleged infringement under this PO.

Force Majeure: Failure by either party to perform hereunder, in whole or in part, occasioned by act of God or public enemy, fire explosion, perils of the sea, flood, drought, war, riot, sabotage, accident, embargo, government priority, requisition or allocation, or any circumstances of like or different character beyond the reasonable control of the party so failing to perform, or by interruption of or delay in transportation, labor trouble from whatever cause arising and whether or not the demands of the employees involved are reasonable and within the affected party's power to concede shall not subject said party to any liability to the other party. At County's option, this PO may be modified, or changed or terminated for the above such circumstances.

Termination/Cancellation: County reserves the right to terminate this PO at any time with respect to undelivered goods or services by written notification or oral notice confirmed in writing.