PRICE AGREEMENT WITH ACTION HOSE AND HYDRAULICS, INC. FOR AUTOMOTIVE VEHICLE PARTS, TIRES, AND MISCELLANEOUS SUPPLIES

This Agreement is entered into this _____ day of _____ 2026, between Santa Fe County, a political subdivision of the state of New Mexico (the "County"), and Action Hose and Hydraulics, Inc., 3315 Stanford Dr N.E., Albuquerque, NM 87107 (the "Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

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

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

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

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

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

2. GOODS TO BE PROVIDED

A. **Purchase.** Attachment A of this Price Agreement are the prices for the Contractor's automotive vehicle parts, tires and miscellaneous supplies. Attachment A also indicates any specifications required for the tangible goods and services that are subject of this Price Agreement.

B. **Items Listed on Attachment A.** The County may issue Purchase Orders for the purchase of the items listed on Attachment A. Any service ordered by the County must be a service or item described on Attachment A. All orders issued hereunder must bear both an order number and the number of this Price Agreement (No.2026-0350-Q-PW).

C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may purchase any quantity of the item(s) or services listed on Attachment A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of item(s) or services will be issued under this Price Agreement. The Contractor is required to accept the Purchase Order and furnish the item(s) or services.

D. **Specifications.** The item or services to be furnished under this Price Agreement must meet or exceed the specifications provided in IFB No.2026-0350-PW including all addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement items(s) or services(s).

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

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

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

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

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

   E. **Taxes.** Applicable gross receipts taxes or local option tax(es) must be included on each invoice and shown as a separate item on each invoice. The payment of taxes for any money received under this Agreement will be the Contractor's sole responsibility and must be reported under the Contractor's federal and County tax identification number(s). If the Using Department is exempt from the NM GRT or local option taxes for the transaction, the Using Department must provide the Contractor written evidence of such exemption.

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

5. **CANCELLATION.**

   A. The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the items or services fail to meet the specifications or requirements of this Price Agreement.

   B. The failure of the Contractor to perform its obligations under this Price Agreement constitutes a default of this Price Agreement.

   C. The Contractor may be excused from performance if the Contractor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, unless the County determines that the item, to be furnished by a sub-contractor, is obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

   D. Such causes of excuse include, but are not limited to acts of God or the public enemy, acts of the County or federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above.

   E. The County may cancel all, or any part, of any order without cost to the County if the Contractor fails to meet material provisions of the order and the Contractor will be liable for any excess costs incurred by the County that is associated with such default.

6. TERMINATION.

A. For Convenience. Consistent with applicable New Mexico laws, this Price Agreement may be terminated for convenience by the County, without penalty, at any time prior to the termination date of this Price Agreement. The County will provide at least 20 days prior written notice to the Contractor of the date of termination. Notice of termination of this Price Agreement will not affect any outstanding order(s) issued under this Price Agreement prior to the effective date of termination for convenience by the County.

B. For Cause. Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party will give the breaching party written notice specifying the breach and will afford the breaching party a reasonable opportunity to correct the breach. If, within 30 days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected within 30 days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party will retain any and all other remedies available to it under the law.

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

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

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

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

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

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

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

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

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

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

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

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

19. INSURANCE.

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

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

Agreement is an insured contract. Santa Fe County must be named as an additional insured on the policy.

C. Worker's Compensation Insurance: The Contractor will comply with the provisions of the Worker's Compensation Act.

D. Increased Limits: If, during the life of this Price Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act, the Contractor will increase the maximum limits of the insurance required above.

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

21. CHOICE OF LAW.

A. This Price Agreement will be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Price Agreement will be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

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

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

23. ENFORCEMENT OF AGREEMENT. A party's failure to require strict performance of any provision of this Price Agreement does not waive or diminish that party's right to demand strict compliance with that or any other provision. No waiver by party or any of its rights under this Price Agreement will be effective unless expressed and in writing.

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

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

To the County:

Santa Fe County Public Works Department
Attention: Chris Narvaiz, Fleet Service Manager
424 NM Highway 599
PO Box 276
Santa Fe, NM 87504-0276

To the Contractor:

Action Hose And Hydraulics, Inc.
Attention: Andrew Ortiz, General Manager
3315 Stanford Dr. N.E.
Albuquerque, NM 87107

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

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

SANTA FE COUNTY:

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

ATTESTATION:

Katharine E. Clark
Santa Fe County Clerk

7/15/2026
Date

Approved as to form:

Roberta D. Joe for W.B.
Walker Boyd
Santa Fe County Attorney

6/18/2026
Date

CONTRACTOR – ACTION HOSE AND HYDRAULICS, INC.

Signature

6-18-2026
Date

Andrew Ortiz - Manager
Print name and title

BID SHEET

AUTOMOTIVE VEHICLE PARTS, EQUIPMENT, TIRES, AND MISCELLANIOUS SUPPLIES

IFB No. 2026-0350-PW/MB

Please offer your best discount or costs for the items described below. **Include signature at the bottom as stated.** Be advised that award may be made without discussion with Bidders on offers received. Offers will be accepted until 2:00 PM (MDT) on the bid due date specified.

Offeror's Organization Name: Action Hose Inc.

Item	Unit	Article and Description	Discount % Off List Price
		SECTION 1: AUTOMOTIVE PARTS & SUPPLIES	
1	%	Parts for maintenance and repairs	
2	%	Parts for body parts	
3	%	Parts for transmission	
4		Filters	
4a	%	Air Filters	
4b	%	Oil Filters	
4c	%	Fuel Filters	
5		Filters (Heavy Equipment)	
5a	%	Air Filters	
5b	%	Oil Filters	
5c	%	Fuel Filters	
6	%	Vehicle Batteries	
7	%	Lubricants	
8	%	Automotive chemicals	
9	%	Anti-Freeze	
10	%	Headache Rack	
11	%	Utility Tool Storage Boxes	
12	%	Flat Bed Body	

13	%	Utility Body	
14	%	Lighting	
15	%	Gates	
16	%	Door Latches	
17	%	Trailer Axels	
18	%	Trailer Fenders	
19	%	Bearing	
20	%	Trailer Hitch	
21	%	Trailer Jack	
22	%	Wheel Rims	
23	%	Wheel Hubs	
24	%	Brake Parts	
25	%	Hardware; bolts, nuts, fasteners	
26	%	Automotive Electrical; wire, cable, terminals	
SECTION 2: MATERIALS			
27		Angle, Steel	
28		Channel, Steel	
29	%	Round Tubing, Steel	
30	%	Square Tubing, Steel	
31	%	Plate Steel, Steel Sheets	
32	%	Square Stock	
33	%	Expanded Metal	
34	%	Rebar	
35	%	Channel Iron	
36	%	Angle Iron	
37	%	Wide Flange Beam (WFB)	
38	%	Flat Bar	
39	%	Round Stock, Steel	
40	%	Angle, Aluminum	

41	%	Channel, Aluminum	
42	%	Non-Typical Extrusions, Aluminum	
43	%	Round Stock, Aluminum	
44	%	Flat Stock, Aluminum	
45	%	Square Tubing, Aluminum	
46	%	Round Tubing, Aluminum	
47	%	Fasteners	
48		Welding	
48a	%	Machine	
48b	%	Gas	
48c	%	Parts	
49		Custom Manufacturing	
49a	%	Materials	
49b	Hourly Rate	Labor	
		SECTION 3: TIRES	
50		Tires	
	%	Manufacturer:	
	%	Manufacturer:	
	%	Manufacturer:	
	%	Manufacturer:	
	%	Manufacturer:	
		Manufacturer:	
51		Commercial Tires	
	%	Manufacturer:	
	%	Manufacturer:	
	%	Manufacturer:	
	%	Manufacturer:	
	%	Manufacturer:	
52		Heavy Duty Equipment	

	%	Manufacturer:	
	%	Manufacturer:	
	%	Manufacturer:	
	%	Manufacturer:	
	%	Manufacturer:	
53	Cost	Tire Repairs for Standard sized tires at $_____.	
54	Cost	Tire Repairs for Heavy Duty sized tires at $_____.	
55	Cost	Mount & Balance for Standard sized tires at $_____.	
56	Cost	Mount & Balance for Heavy Duty sized tires at $_____.	
SECTION 4: GLASS			
57	%	Automotive Glass will be provided at _____% off list price (cost-plus is not acceptable).	
58	Cost	Installation of Automotive Glass will be provided at $_____.	
SECTION 5: DIAGNOSTICS & OIL CHANGE			
59	Cost	Vehicle Diagnostics on Equipment	
60	Hourly Rate	Vehicle Diagnostics Labor	
61	Cost	6-Cylinder Engine	
62	Cost	8-Cylinder Engine	
SECTION 6: LABOR			
63	Hourly Rate	Transmission Work	
64	Hourly Rate	Service Call Labor	140.00
65	Hourly Rate	Light Duty Repair	95.00
66	Hourly Rate	Heavy Duty Repair	
SECTION 7: FIRE & EMERGENCY EQUIPMENT			
67	%	Pumps	
68	%	Pump parts	
69	%	Foam systems	
70	%	Foam system parts	
71	%	Fire Apparatus Appliances; hose, nozzles, adapters	20%

72	%	Emergency Vehicle; lighting, scene, handheld	
73	%	Emergency Vehicle; audible equipment	
74	Hourly Rate	Labor (In-House)	
75	Hourly Rate	Labor (Service Call)	
SECTION 8: PAINT & BODY			
76	%	Abrasives	
77	%	Adhesives & Sealants	
78	%	Body Fasteners	
79	%	Body Fillers	
80	%	Detailing	
81	%	Masking Paper & Tape	
82	%	Pain Guns & Accessories	
83	%	Pain Mixing/Measuring	
84	%	Preps & Primers	
85	%	Safety & Protection	
86	%	Shop Equipment	
87	%	Specialty Coatings	
88	%	Topcoats & Clearcoats	
89	%	Visibility	
SECTION 9: MISCELLANEOUS REPAIRS			
90	%	Pumps for Oil	
91	%	Oil Reels	5%
92	%	Lifts	
93	%	Parts	
94	%	Tanks for Fluids	
95	%	Exhaust Hose Reels	5%
96	Hourly Rate	Labor (In-House)	95.00
97	Hourly Rate	Labor (Service Call)	140.00